



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 28, 2007

Item Number: 2.

Subject:

County Administrator's Comments

County Administrator's Comments:

County Administrator: _____ 

Board Action Requested:

Summary of Information:

For the past seven years, *Training* magazine, a 41-year old professional-development publication, recognizes the Top 125 organizations for their efforts in connecting learning and development to their business strategy. For 2007, Chesterfield County was the first local government to ever make this list by placing 53rd and the 8th highest ranking of the 49 newcomers to the list. This national recognition is a testament to the county's commitment to learning and organizational development for our employees and our ongoing efforts to be a FIRST CHOICE employer.

In order to receive this award, organizations must complete an application detailing their learning offerings and show connection to the organization's business strategy, along with demonstrated measures to validate learning effectiveness. Chesterfield University continues to be a leader for both public and private companies in effectively creating and delivering learning.

Staff appreciates the support and leadership of the Board and will continue to improve the quality and effectiveness of the County's learning strategy in meeting our strategic goals.

Preparer: Kevin W. Bruny

Title: Chief Learning Officer and University Dean

Attachments:

☐

Yes

☒

No

000001



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 28, 2007

Item Number: 5.

Subject:

Resolution Recognizing the Exchange Program Between Clover Hill High School and the Urawa Municipal High School in Urawa, Japan

County Administrator's Comments:

County Administrator: _____

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Board Action Requested:

Mr. Warren requests that the Board of Supervisors adopt this resolution recognizing the exchange program between Clover Hill High School and the Urawa Municipal High School in Urawa, Japan.

Summary of Information:

This resolution will recognize the exchange program between Clover Hill High School and the Urawa Municipal High School in Urawa, Japan.

Preparer: Donald J. Kappel

Title: Director, Public Affairs

Attachments:



Yes



No

#000002

RECOGNIZING THE EXCHANGE PROGRAM BETWEEN
CLOVER HILL HIGH SCHOOL AND THE URAWA
MUNICIPAL HIGH SCHOOL IN URAWA, JAPAN

WHEREAS, Urawa, Japan is a city of nearly 52,000 residents in the Japanese prefecture of Saitama, and

WHEREAS, The cities of Urawa, Japan and Richmond, Virginia became sister cities in 1995; and

WHEREAS, In 1998, a group of faculty members from the Urawa Municipal High School were in the United States for a visit, and met with Richmond-area teachers, including some from Clover Hill High School; and

WHEREAS, While previous sister cities exchanges were traditionally related to sports teams and business matters, it was decided that a high school exchange program would be beneficial; and

WHEREAS, Clover Hill High School was selected to be the host school of the exchange program; and

WHEREAS, Beginning in the spring of 1999, Clover Hill High School began to welcome students from Urawa, Japan; and

WHEREAS, The following summer, 10 Richmond-area students, most from Clover Hill High School, were accompanied by several teachers on a two-week visit to Urawa, Japan; and

WHEREAS, the students attended the Japanese high school during that period; and

WHEREAS, The American delegation also had the opportunity to visit Tokyo, Japan during the two-week stay; and

WHEREAS, The Clover Hill-Urawa exchange has continued each year, and many long-lasting friendships have been formed between the U. S. and Japanese students; and

WHEREAS, several students from Clover Hill High School are now living in Japan; and

WHEREAS, Such international friendships and the mutual appreciation for each others' cultures fosters understanding and a global outlook that is beneficial to both nations.

NOW, THEREFORE, BE IT RESOLVED, that the Chesterfield Board of Supervisors, this 28th day of March 2007, publicly recognizes the cultural exchange program between Clover Hill High School and Urawa Municipal High School, commends participants from both schools for their efforts to foster friendship and understanding with members of another culture and nation, and extends best wishes for continued success in this worthwhile exchange program; and be it further resolved that a copy of this resolution be presented to Clover Hill High School, and that this resolution be recorded among the papers of this Board of Supervisors of Chesterfield County, Virginia.

000003



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 28, 2007

Item Number: 6.

Subject:

Work Session on the County Administrator's Proposed FY2008 Amended Budget

County Administrator's Comments:

County Administrator: _____

MR

Board Action Requested:

Hold a work session on the County Administrator's Proposed FY2008 Amended Budget.

Summary of Information:

This time has been set to continue work sessions on the County Administrator's Proposed FY2008 Amended Budget.

This work session will include presentations from the Community Development Division and the Community Development Block Grant Office. A final work session is scheduled for April 11th. At the April work session, changes to the proposed budget will be reviewed prior to adoption.

Preparer: Allan M. Carmody

Title: Director, Budget and Management

Attachments:




Yes



No

#

000004



Community Development Block Grant and Home Investment Partnership

FY 2007-2008 Budget

000005



OVERVIEW

000006



Statutory Goals

Provide:

- **Decent Housing**
- **A Suitable Living Environment**
- **Expand Economic Opportunities**



Broad National Objectives

- **Benefit Low and Moderate Income Persons**
- **Eliminate Slums and Blight**
- **Meet Urgent Needs**


Consolidated Plan Priorities

- Infrastructure Improvements in Low/Mod Areas
- Create Affordable Housing Opportunities
- Rehabilitation of Owner Occupied Housing in Low/Mod Areas
- Encourage First Time Homeownership

Consolidated Plan Priorities

Continued...

- Stimulate economic development activities
- Support and enhance public services
- Enhance public facilities in low and moderate-income communities
- Support programs that address special needs populations



SUCCESS STORIES

FY 2005-06

000011

Success Stories

Completed 27 Housing Projects

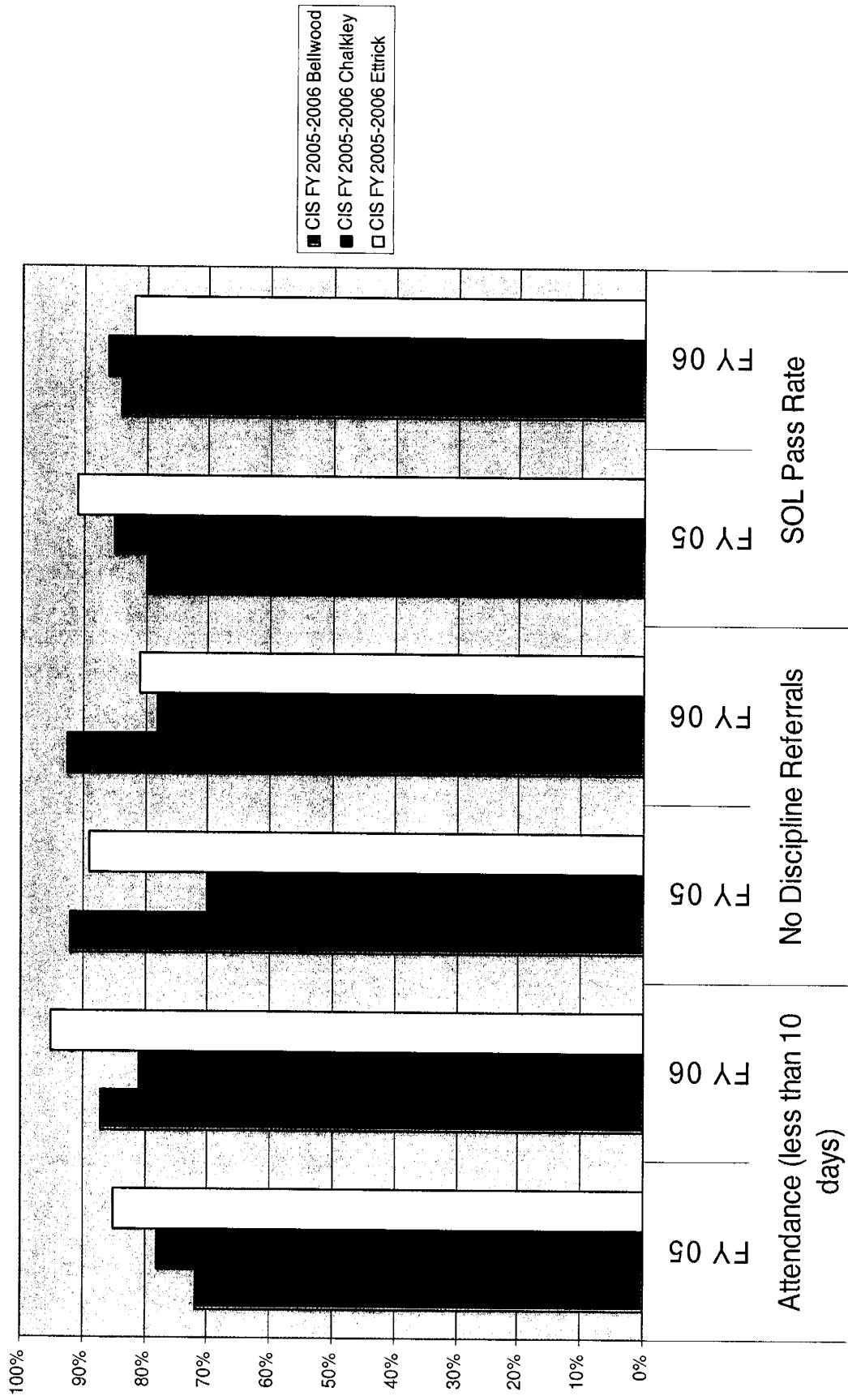


- Emergency Home Repairs
- First Time Home Ownership
- Rehabilitation / Acquisition / Loans
- New Construction

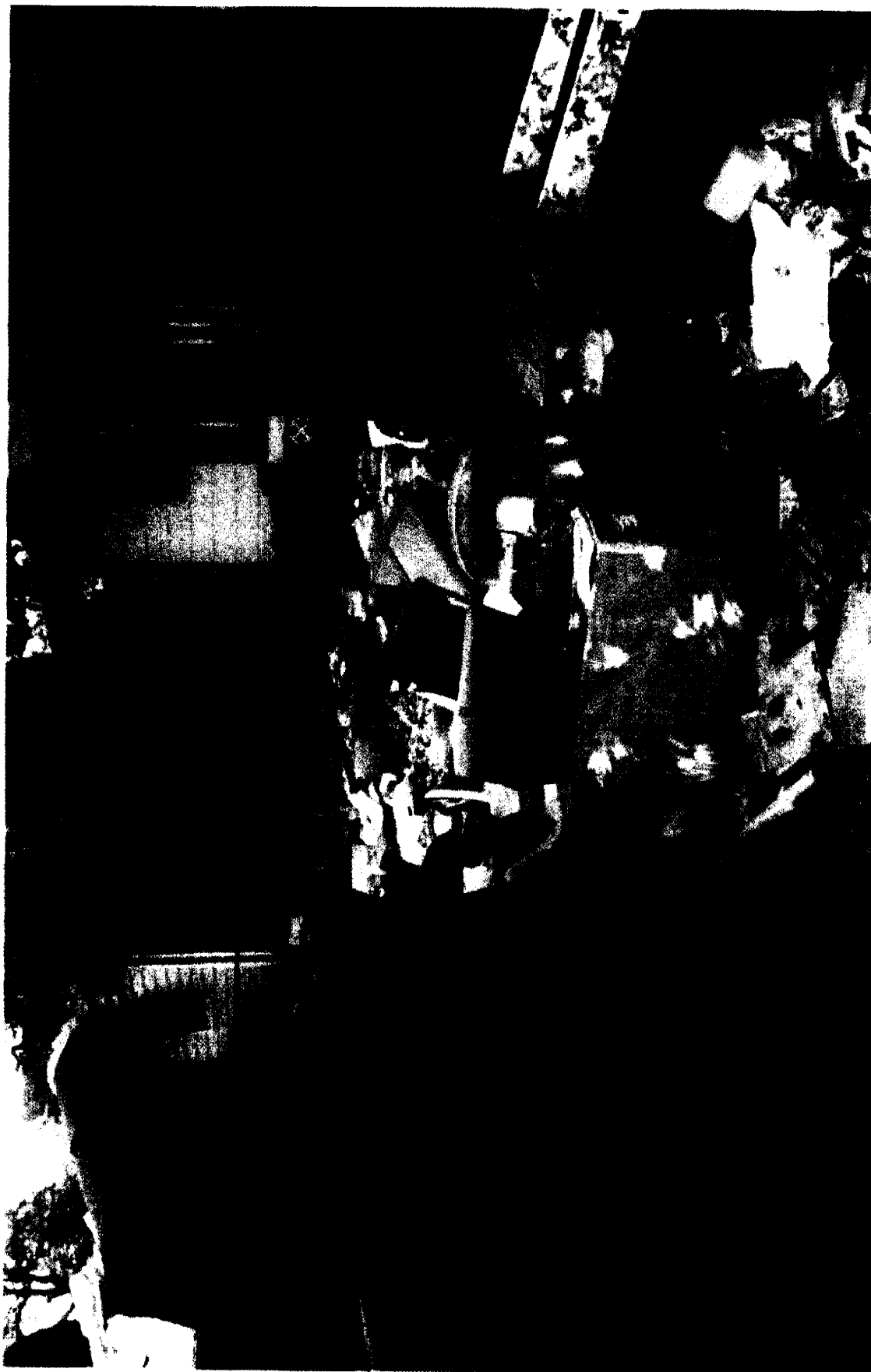
Provided Public Service Activities to More than 4,294 Residents of the County



[REDACTED]



Code Enforcement: Before



000015

Code Enforcement: After



000016

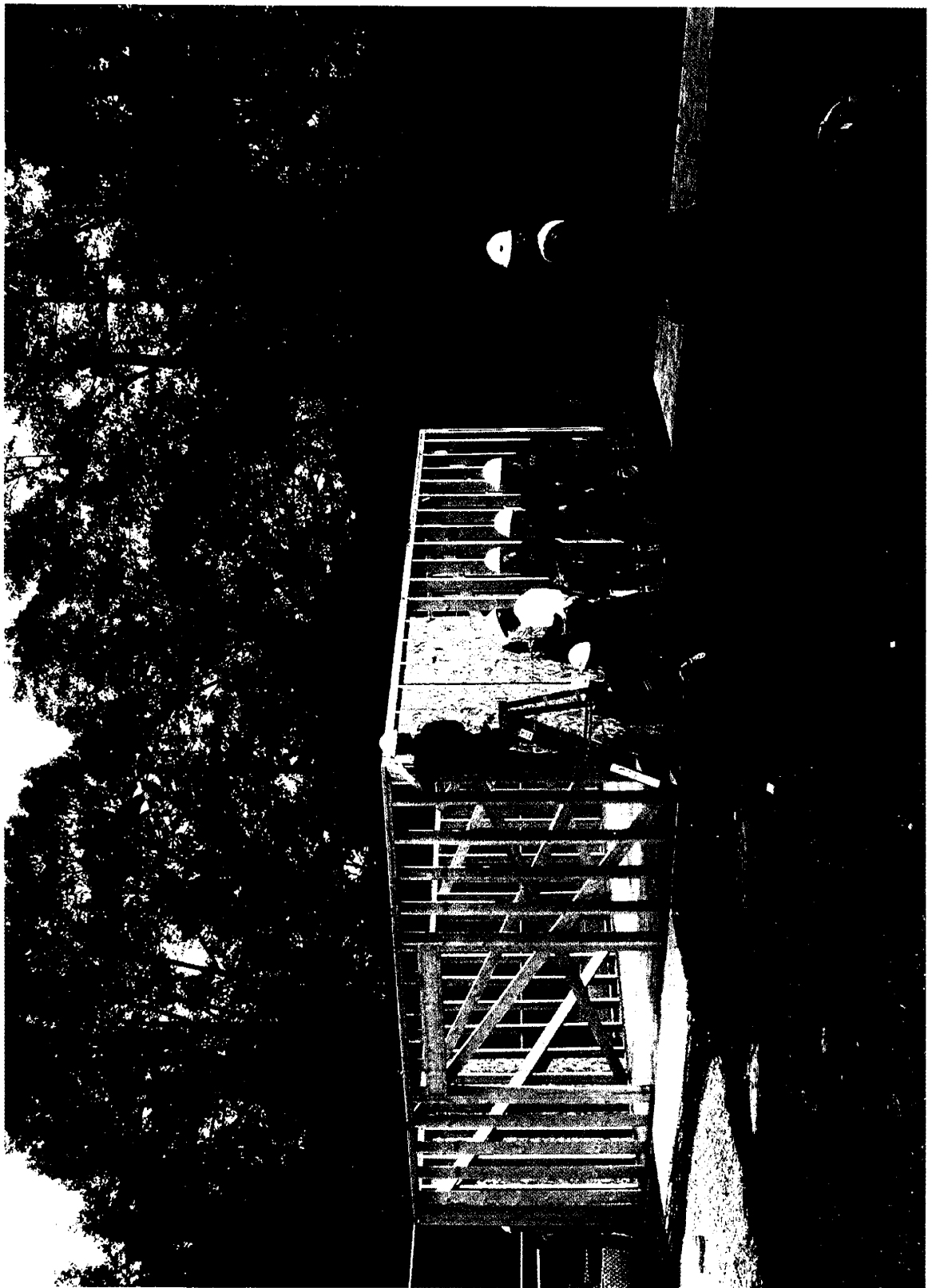


MULTI YEAR PROJECTS

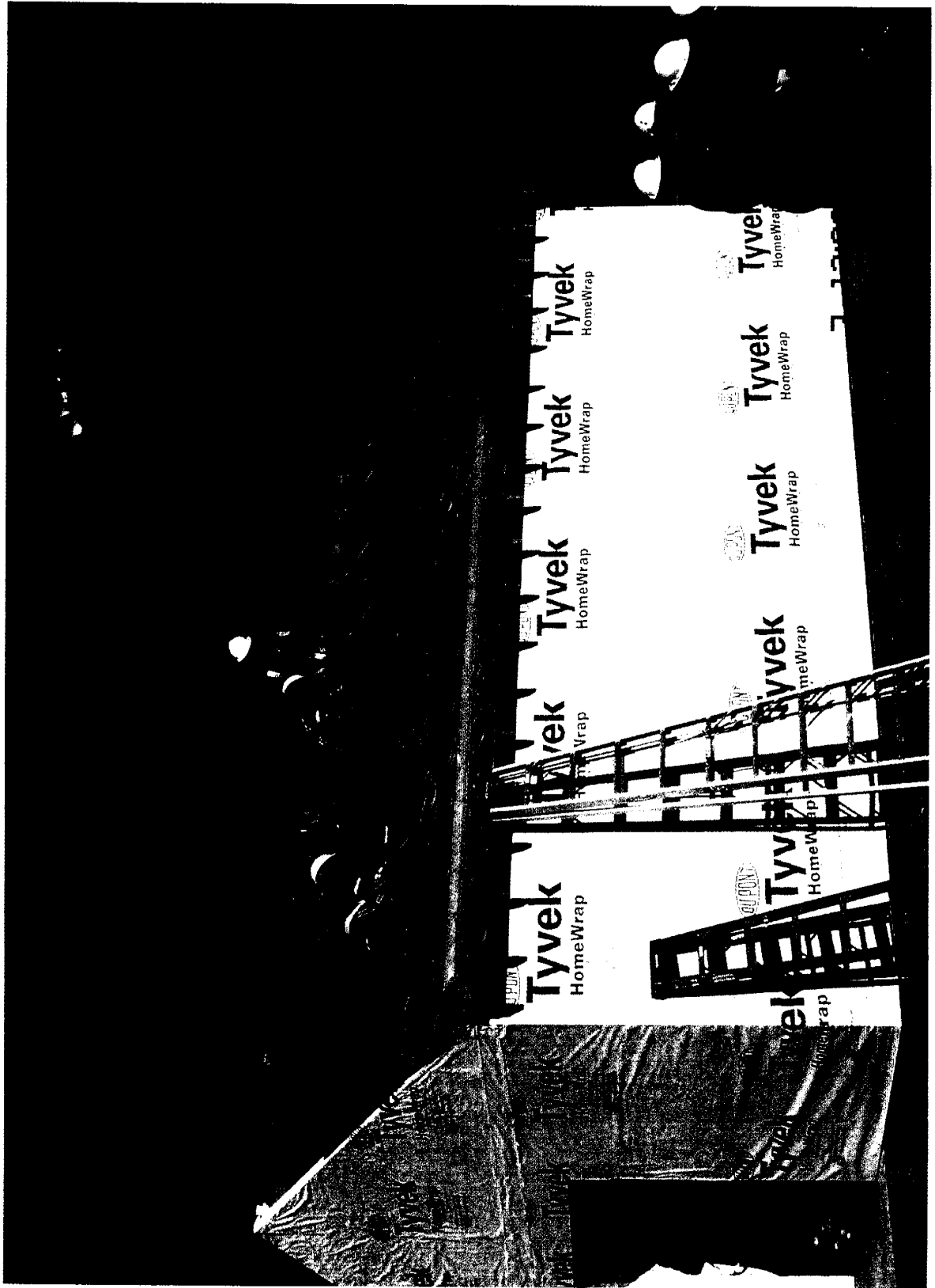
- Cogbill Road Sidewalk Installation
- Winchester Greens Infrastructure Phase III
- Rayon Park Sewer Extension
- Ettrick Youth Sports Storage Facility



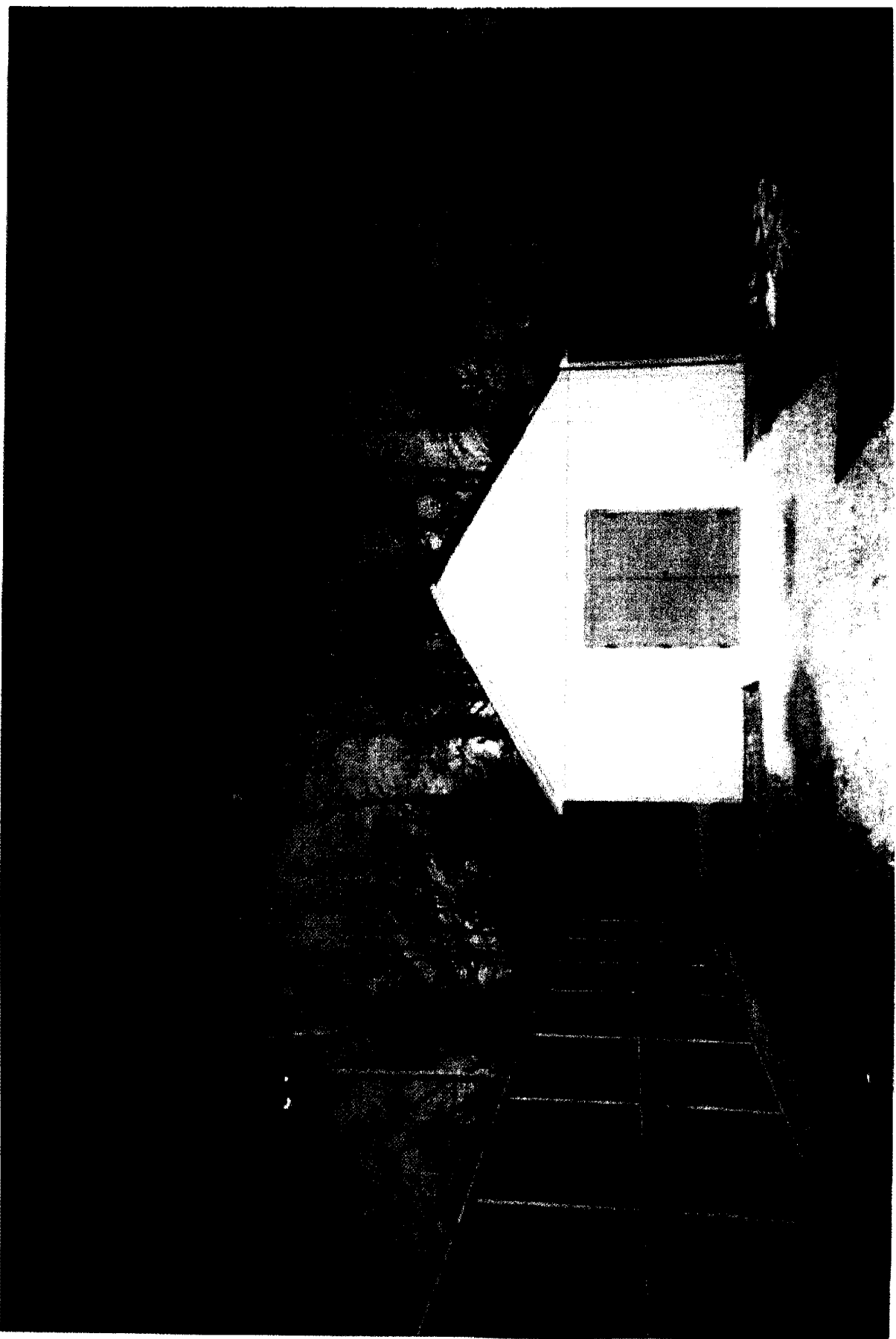
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**Unsafe Condition: Child walking in
roadway within Phase I project limits**

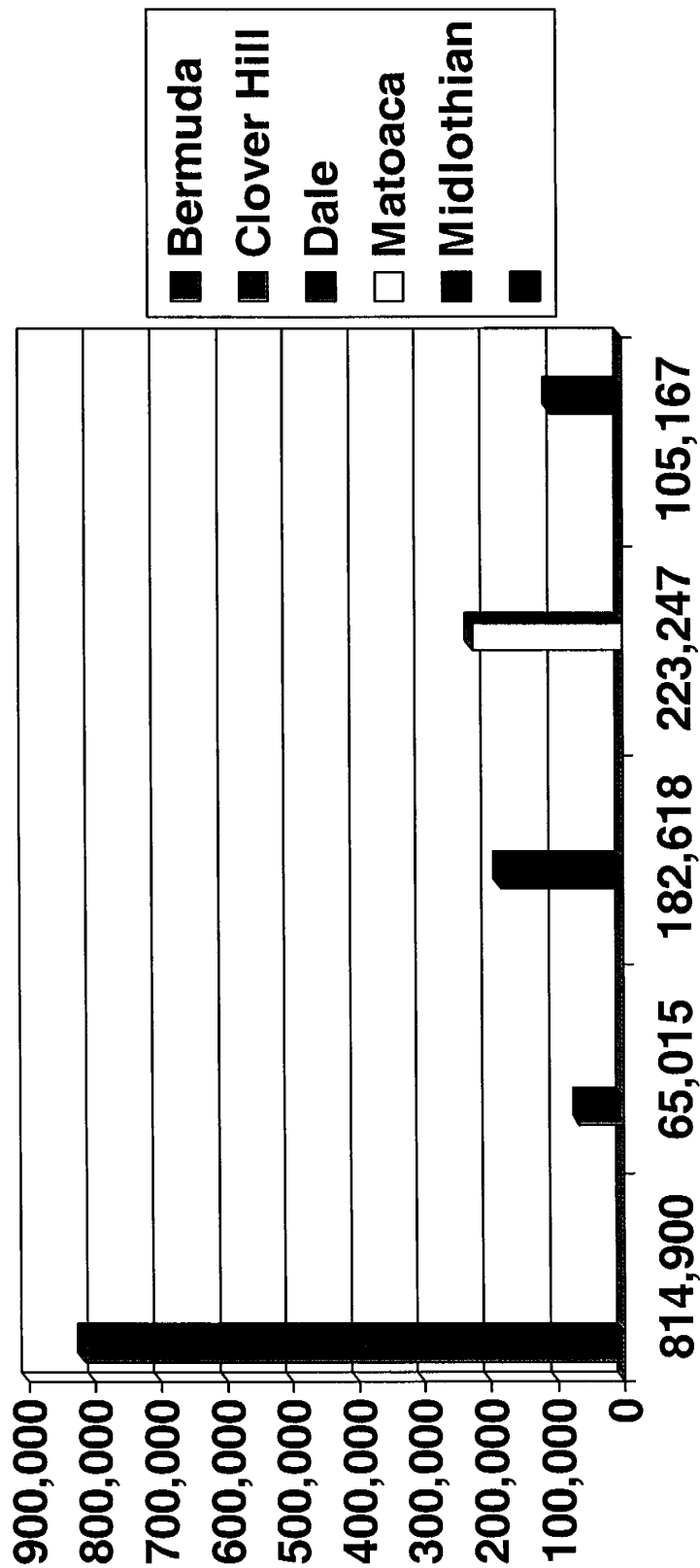
Citizen Participation

2007-08 Citizen Review Committee

ORGANIZATION	REPRESENTATIVE
Bensley Civic Association	Margaret Davis
CAPAAAMMD	James McClellan
College Pk. Neighborhood Watch	Walter Stith
Ettrick Business/Neighborhood Foundation	Larry Belcher
Jeff Davis Association	Rick Young
Amphill Civic Association	Floyd O'Brian
Meadowbrook Community Council	Pete Ellis

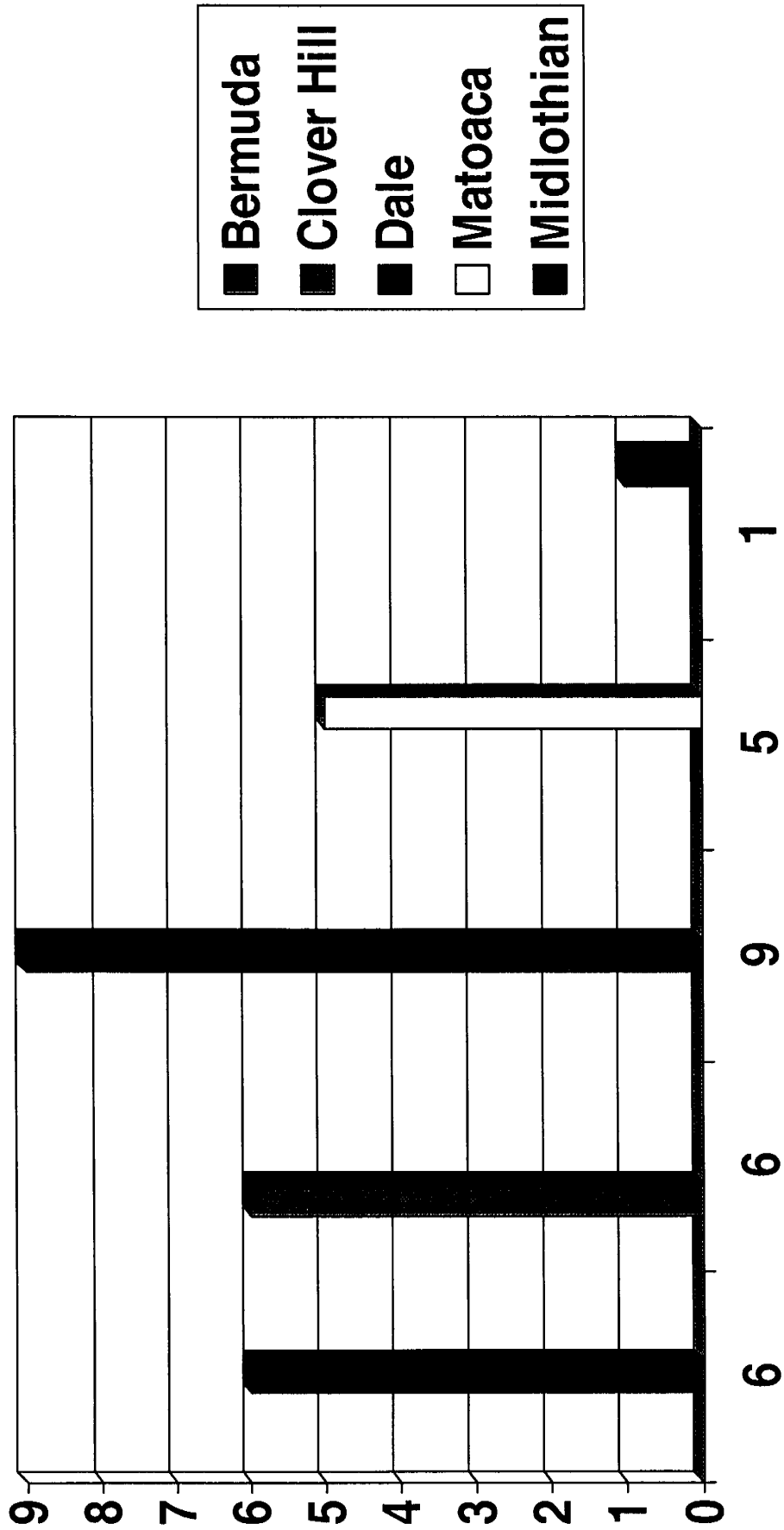
FY05-06 Distribution

Expenditures by District





Housing Activities by District





FUNDING

FY 07-08

Community Development Block Grant

<u>CDBG</u>	<u>FY 06-07</u>	<u>FY 07-08</u>
Allocation	\$1,271,107	\$1,275,309
Program Income	144,845	0
Reprogram	85,661	181,112
TOTAL	\$1,501,613	\$1,456,421

Home Investment Partnership

<u>HOME</u>	<u>FY 06-07</u>	<u>FY 07-08</u>
Allocation	\$470,316	\$467,707
Program Income	0	\$98,230
Reprogram	0	\$139,879
TOTAL	\$470,316	\$705,816

American Dream Downpayment Initiative

<u>ADDI</u>	<u>FY 07-08</u>	<u>FY 07-08</u>
Allocation	\$11,246	\$11,246
Program Income	0	0
Reprogram	0	0
TOTAL	\$11,246	\$11,246

MAXIMUM FUND LIMITS

■ CDBG ADMINISTRATION -	\$255,061.00
20% Allocation	255,061.00
20% Program Income	0
■ CDBG PUBLIC SERVICE -	\$191,296.00
15% Allocation	191,296.00
15% Program Income	0
■ HOME ADMINISTRATION -	\$56,591.00
10% Allocation	46,770.70
10% Program Income	9,820.30

FY 2007-08 Funding Requests and Recommendations

Code Enforcement

<u>FY 07-08</u>	<u>Request</u>	<u>Committee</u>	<u>County Administrator</u>
Pro-Active Code Compliance	\$139,100	\$139,100	\$139,100
Subtotal	\$139,100	\$139,100	\$139,100



Economic Development

FY 07-08	<u>Request</u>	<u>Committee</u>	<u>County Administrator</u>
Crater Small Business Development	\$5,970	\$5,970	\$5,970
Ettrick Business Center Expansion	\$160,000	\$77,800	\$77,800
Bizworks Incubator	\$199,492	\$198,000	\$198,000
Subtotal	\$365,462	\$ 281,770	\$281,770

Housing

FY07-08	<u>Request</u>	<u>Committee</u>	<u>County Administrator</u>
Elder Homes Rehab.	\$200,000	\$148,000	\$148,000
Chesterfield Alt.	\$100,000	\$0	\$0
Elder Homes CHDO	\$250,000	\$200,000	\$200,000
Habitat for Humanity	\$178,000	\$0	\$50,000
HOME Down Payment Asst.	\$154,800	\$75,000	\$75,000
Elder Homes Emergency Home Repair	\$100,000	\$0	\$0
Winchester Forest	\$150,000	\$0	\$0
Virginia Supportive Housing	\$500,000	\$0	\$0
Subtotal	\$1,632,800	\$423,000	\$473,000

000035

Pub. Facilities & Improvements

FY07-08	<u>Request</u>	<u>Committee</u>	<u>County Administrator</u>
Rayon Park Sewer Extension Phase III	\$132,000	\$132,000	\$132,000
Richmond ARC Facility	\$125,000	\$0	\$0
JDA Streetscape Improvement	\$150,000	\$94,500	\$94,500
Cogbill Road Sidewalk	\$200,000	\$100,000	\$100,000
Ettrick Walking Trail	\$160,000	\$100,000	\$100,000
SUBTOTAL	\$767,000	\$426,500	\$426,500

Public Service

FY 07-08	<u>Request</u>	<u>Committee</u>	<u>County Administrator</u>
Amphill Seniors Prog.	\$6,000	\$6,000	\$6,000
Chalkley After School Prog.	\$12,000	\$6,000	\$6,000
Children's Home of VA	\$20,000	\$10,000	\$10,000
Communities In Schools	\$25,000	\$24,000	\$24,000
Bensley Elem. Extended Day	\$17,835	\$8,000	\$8,000

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Public Service....CONTINUED

FY 07-08	<u>Request</u>	<u>Committee</u>	<u>County Administrator</u>
Ettrick Comm. Center	\$ 71,000	\$57,500	\$57,500
Bensley Comm. Center	\$64,100	\$51,300	\$51,300
Youth Program	\$35,600	\$28,490	\$28,490
Subtotal	\$251,935	\$191,200	\$191,200

000038

Planning & Administration

FY07-08	<u>Request</u>	<u>Committee</u>	<u>County Administrator</u>
CDBG Department	\$255,061	\$255,061	\$255,061
HOME	\$46,770	\$46,770	\$46,770
JDA Executive Director	\$80,000	\$80,000	\$0
Subtotal	\$381,831	\$381,831	\$301,831
Total	\$3,537,728	\$1,843,491	\$1,813,491

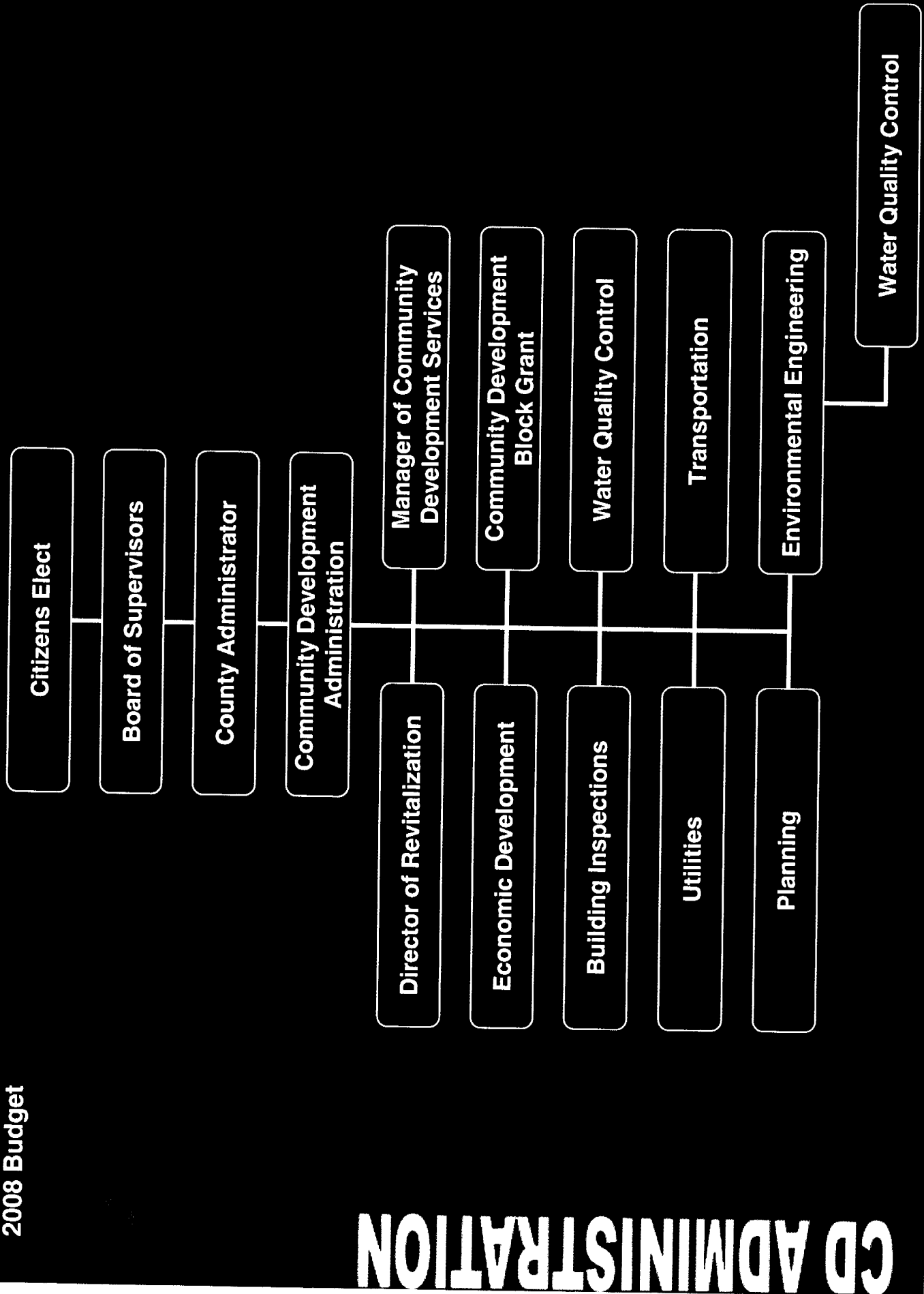
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Community Development 2008 Budget

Presented by
Pete Stith
Deputy County Administrator
Community Development

CHESTERFIELD COUNTY COMMUNITY DEVELOPMENT

2008 Budget



000041

2008 Budget



Community Development Division is Dedicated and Committed To.....

- **Managing Change in
Chesterfield County**
- **Promoting Economic
Prosperity**
- **Providing a High Quality
of Life for Present and
Future Generations**

CD ADMINISTRATION

2008 Budget



To Provide World-Class Customer Service

- Moved into New Community
Development Building

CD ADMINISTRATION



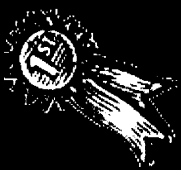


FY2008 Proposed C.D. Budget

CD ADMINISTRATION

000044

Center Name	FY2008 Amended Expenditures	FY2008 Amended Revenues	FY2008 General Fund Cost
Building Inspections	\$5,546,200	\$5,342,700	\$203,500
Community Development Admin.	\$1,108,400	\$118,800	\$989,600
Economic Development	\$1,942,000	\$0.00	\$1,942,000
Environmental Engineering	\$4,490,100	\$750,800	\$3,739,300
Planning	\$4,326,600	\$1,220,900	\$3,105,700
Transportation	\$1,093,500	\$0.00	\$1,093,500
Community Development Subtotal	\$18,506,800	\$7,433,200	\$11,073,600
Community Development Block Grant	\$1,741,000	\$1,741,000	\$0.00
Utilities	\$90,495,900	\$90,495,900	\$0.00
Total - Community Development	\$110,743,700	\$99,670,100	\$11,073,800



To Be the First Choice Business Community

Revitalization Office

CD ADMINISTRATION





To Be the First Choice Business Community

Revitalization Office

CD ADMINISTRATION

- **Cloverleaf Mall Redevelopment**
 - Crosland recruited
 - Chippenham Place project announced
- **Ettrick**
 - VSU Master Plan
 - ULI Study





To Be the First Choice Business Community

Revitalization Office

- **Jefferson Davis Highway Corridor**
 - Streetscape project initiated
 - Redevelopment of aged trailer courts
- **Countywide Blight Prevention**
 - Sustain Our Communities Committee established
 - Strategic Plan for Meadowbrook Area Communities

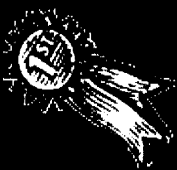


To Be Exemplary Stewards of the Public Trust

Building Inspection Improving Cost Effectiveness

- 40% reduction in inspections with “Not Ready” as the result
- * Eliminated need to add new inspection position
- * \$15,000 reimbursed for “Not Ready” inspections

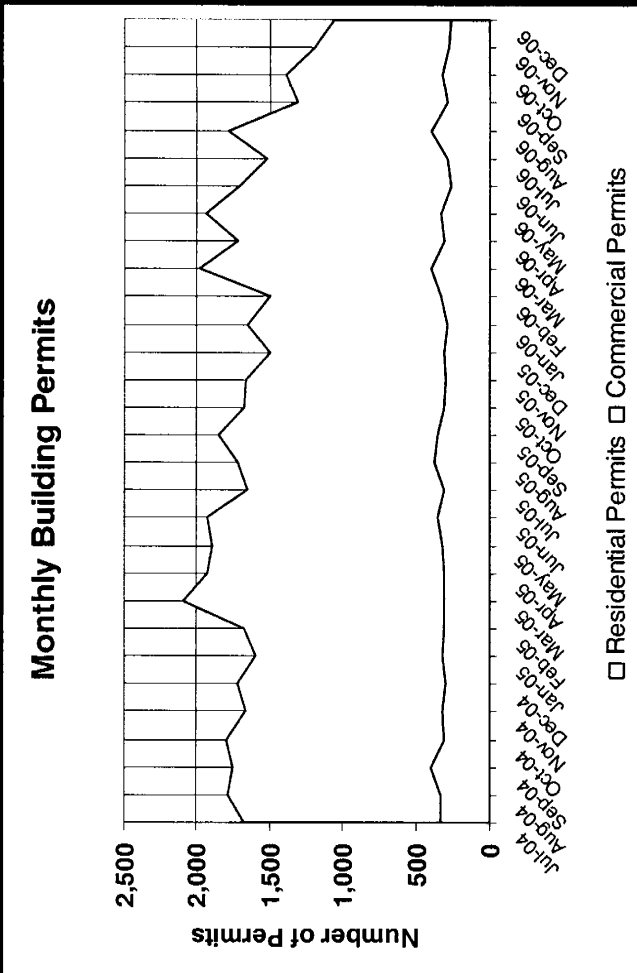
BUILDING INSPECTION



To Be Safest and Most Secure Community

BUILDING INSPECTION

Building Inspection Workload





To Be Exemplary Stewards of the Public Trust

Building Inspections redirected six administrative staff members to new duties as a result of providing inspectors with Toughbook computers.

- **Property Maintenance Inspector**
- **Customer Service Generalists (2 positions)**
- **Citizen Assistance Program Representative**
- **Community Development Building Receptionists
(2 positions)**

BUILDING INSPECTION

2008 Budget



To Be the First Choice Business Community

- **Jobs in Chesterfield**
 - 119,231 jobs as of June 2006
 - Increase of 9,379 since 2002
- **Businesses in Chesterfield**
 - 6,996 businesses as of June 2006
 - Increase of 634 since 2002



ECONOMIC DEVELOPMENT

2008 Budget



To Be the First Choice Business Community

ECONOMIC DEVELOPMENT

• Economic Development Results in 2006

- New Announced Investment:
\$51 million
- Announced New Facilities:
10 projects
- Announced Existing
Industry Expansions:
2 projects
- Announced New Jobs:
188

2008 Budget



To Be the First Choice Business Community

ECONOMIC DEVELOPMENT

- 2006 Economic Development Highlights
 - Watkins Centre project approved
 - Northrop Grumman under construction
 - Meadowville Technology Park
 - Jefferson Davis & Walthall Enterprise Zones boundaries amended





To Be Responsible Protectors of the Environment

- Volunteer Riparian buffer Program
Established



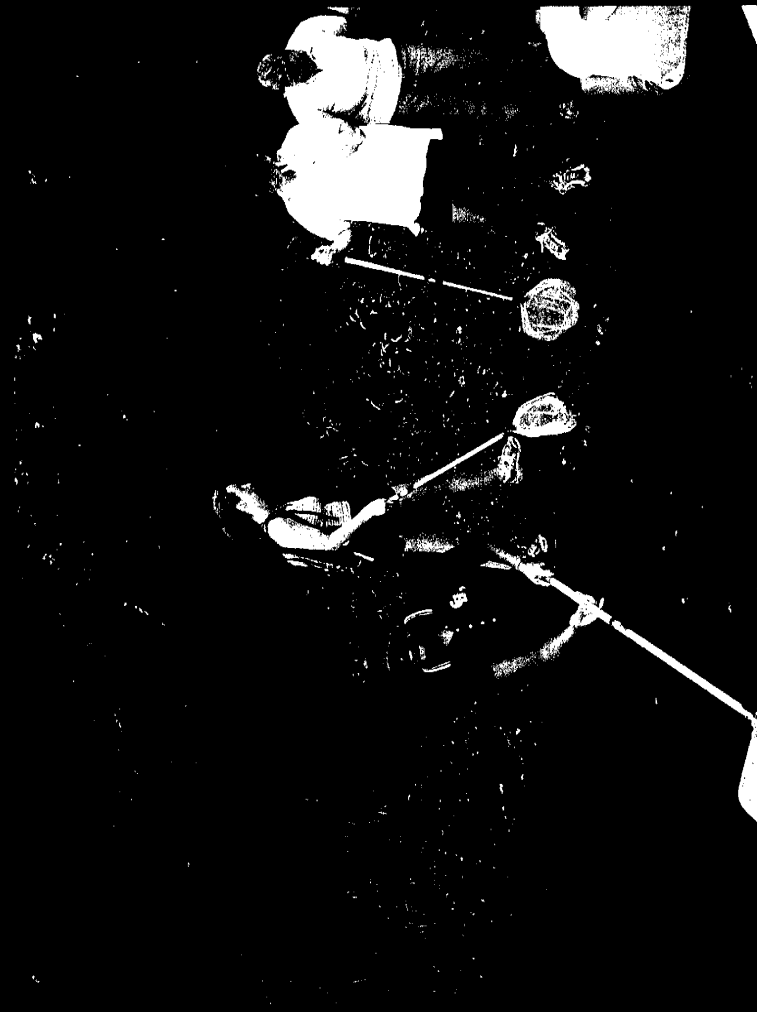
2008 Budget

ENVIRONMENTAL ENGINEERING



To Be Responsible Protectors of the Environment

- Chesterfield and DEQ Conducts Educational Outreach

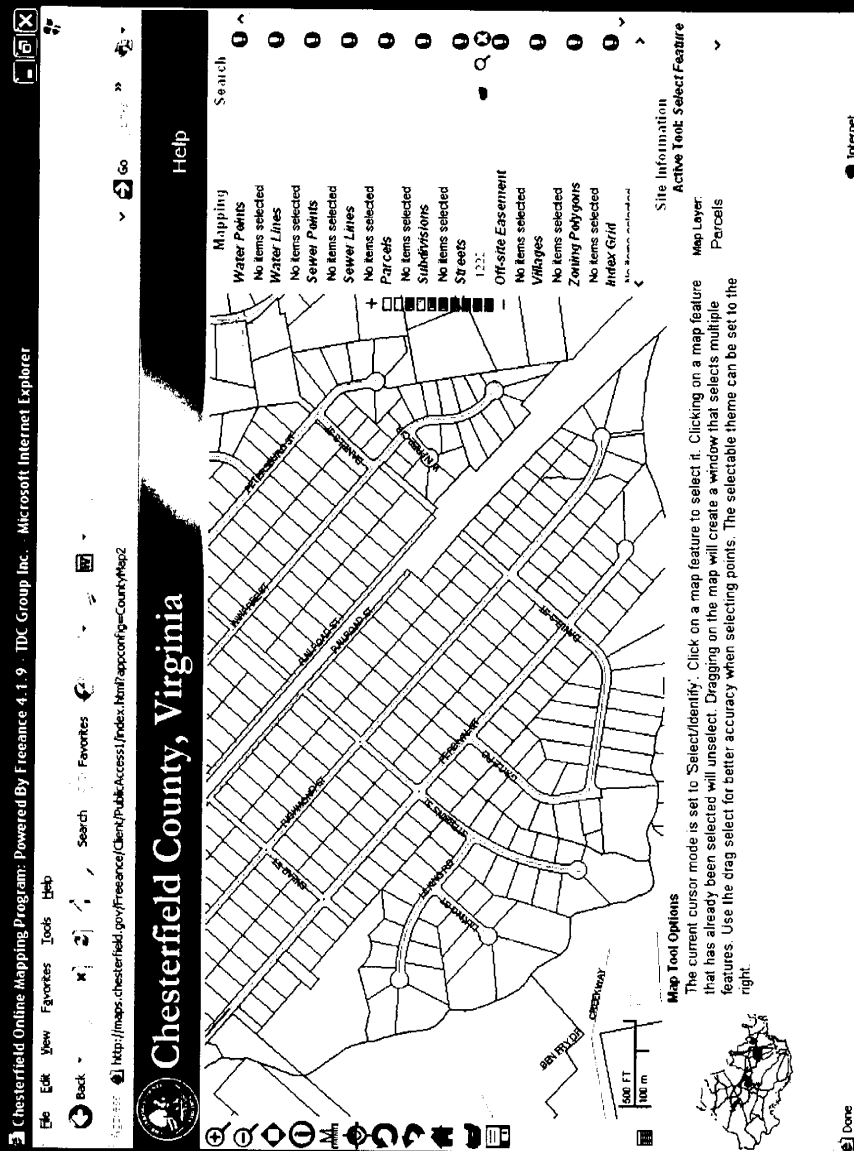




To Provide World Class Customer Service

ENVIRONMENTAL ENGINEERING

- **Newly Developed Intranet Mapping Application**





To be the First Choice Business Community

Planning Department Accomplishments

- Land Use Plan Transitioned to GIS
- Continuous Process Improvements
 - Additional site plan staff/developer meetings
 - Document management enhancements



PLANNING DEPARTMENT



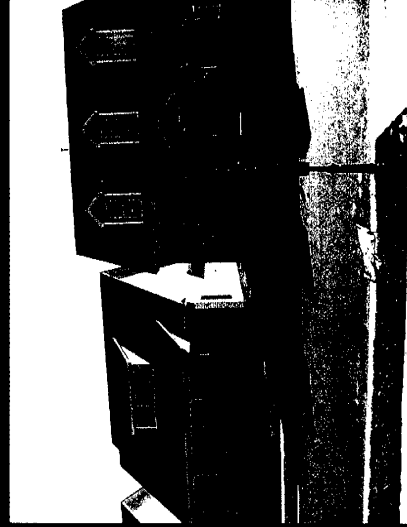
To Be Known for Extraordinary Quality of Life

PLANNING DEPARTMENT



Planning Department Future Challenges

- New State Land Use Mandates
- Updating of Land Use Plans



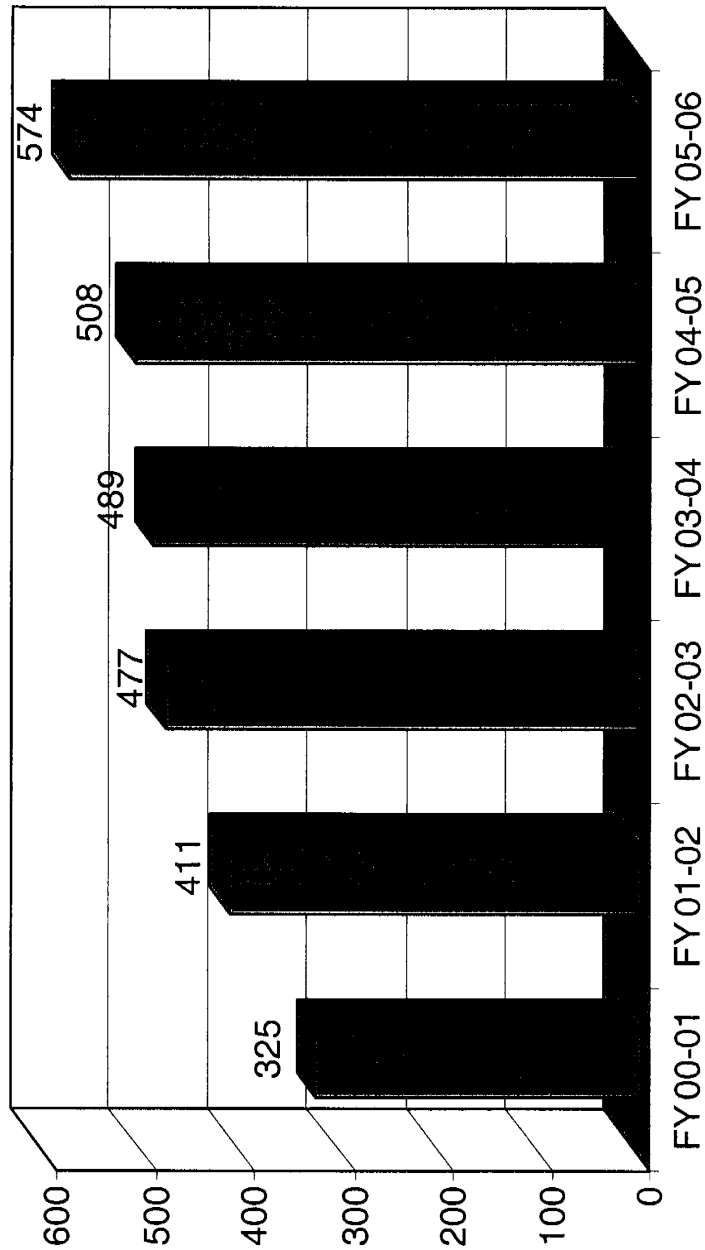


To Provide World-Class Customer Service

PLANNING DEPARTMENT

Total Subdivision Reviews

(Tentative, Final Check, Final Minor, Record Plat, Parcel Acreage,
Tentative Waiver and Validation Plat)



TRANSPORTATION DEPARTMENT



To Provide World-Class Customer Service

- **Route 360 Widening Project Underway**
 - Westbound lanes opened to traffic November 2006



2008 Budget



To Provide World-Class Customer Service

- Robious Road Widening Project



TRANSPORTATION DEPARTMENT

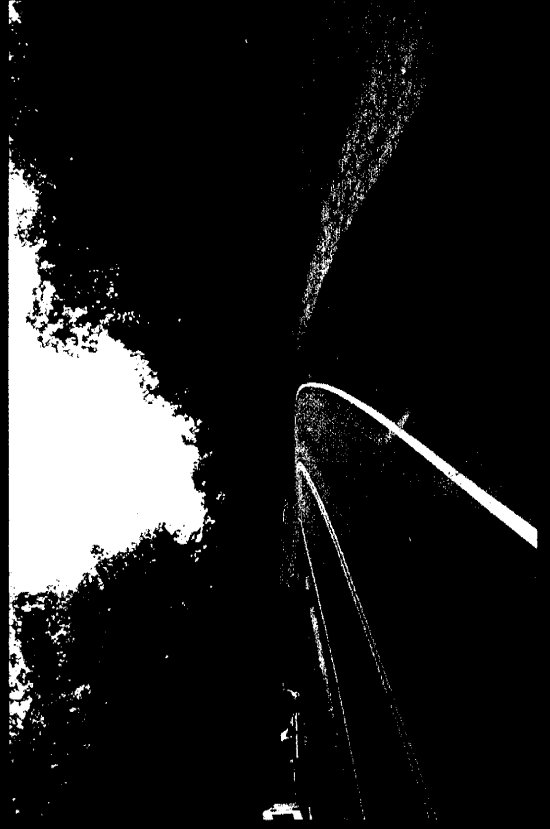
2008 Budget



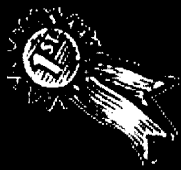
To Provide World-Class Customer Service

Spot Safety Improvements completed in 2006:

- Newby's Bridge at Dortonway
- Bailey Bridge
- Chalkley Road near Wellington Farms

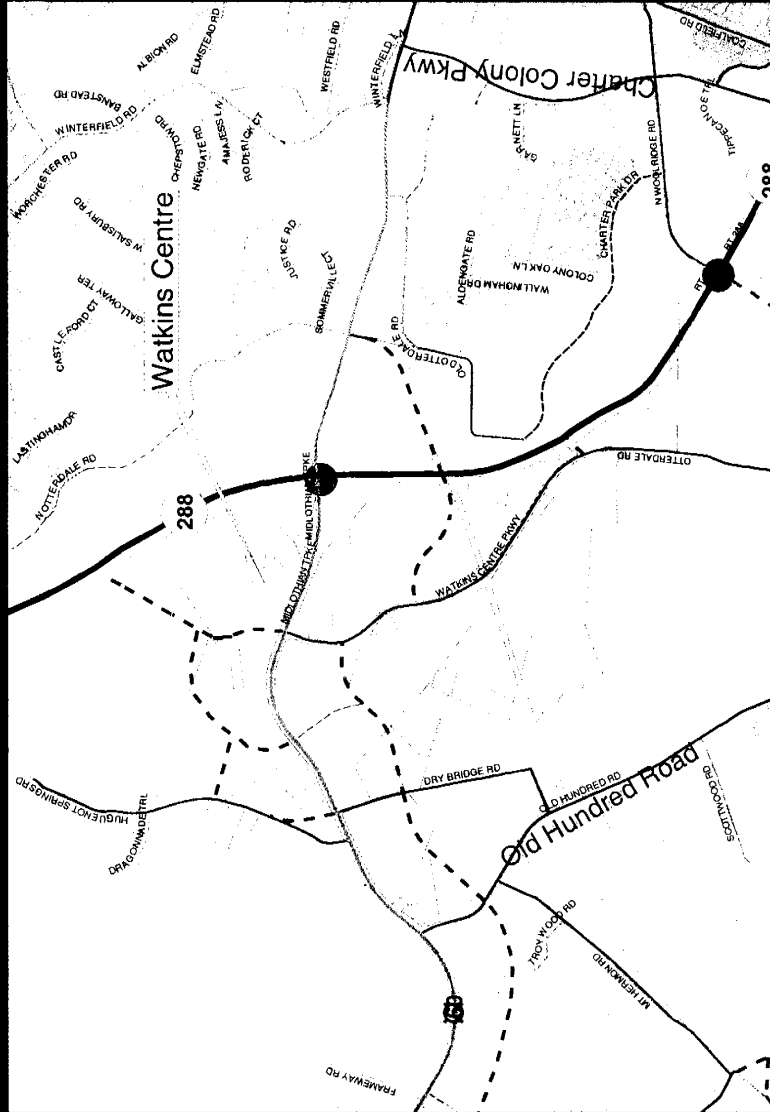


TRANSPORTATION DEPARTMENT



To be Acknowledged for Extraordinary Quality of Life

• Proactive Zoning Case



2008 Budget



To Be Exemplary Stewards of the Public Trust and a Model for Excellence in Government

- One of three water and sewer utilities nationally to have highest bond ratings from all three rating agencies.

Chesterfield County	AAA/Aaa/AAA
Cobb County, GA	AAA/Aaa/AAA
Palm Beach Co., Fla.	AAA/Aaa/AAA
Henrico County	AAA/Aa2/AA+
City of Virginia Beach	AA+/Aa3/AA
City of Chesapeake	Aa3/A+

UTILITIES DEPARTMENT



To Be Exemplary Stewards of the Public Trust and a Model for Excellence in Government

Proposed User Fee Increases

- Water customer only - \$2.16
- Wastewater customer only - \$3.40
- Water/wastewater customer - \$4.76

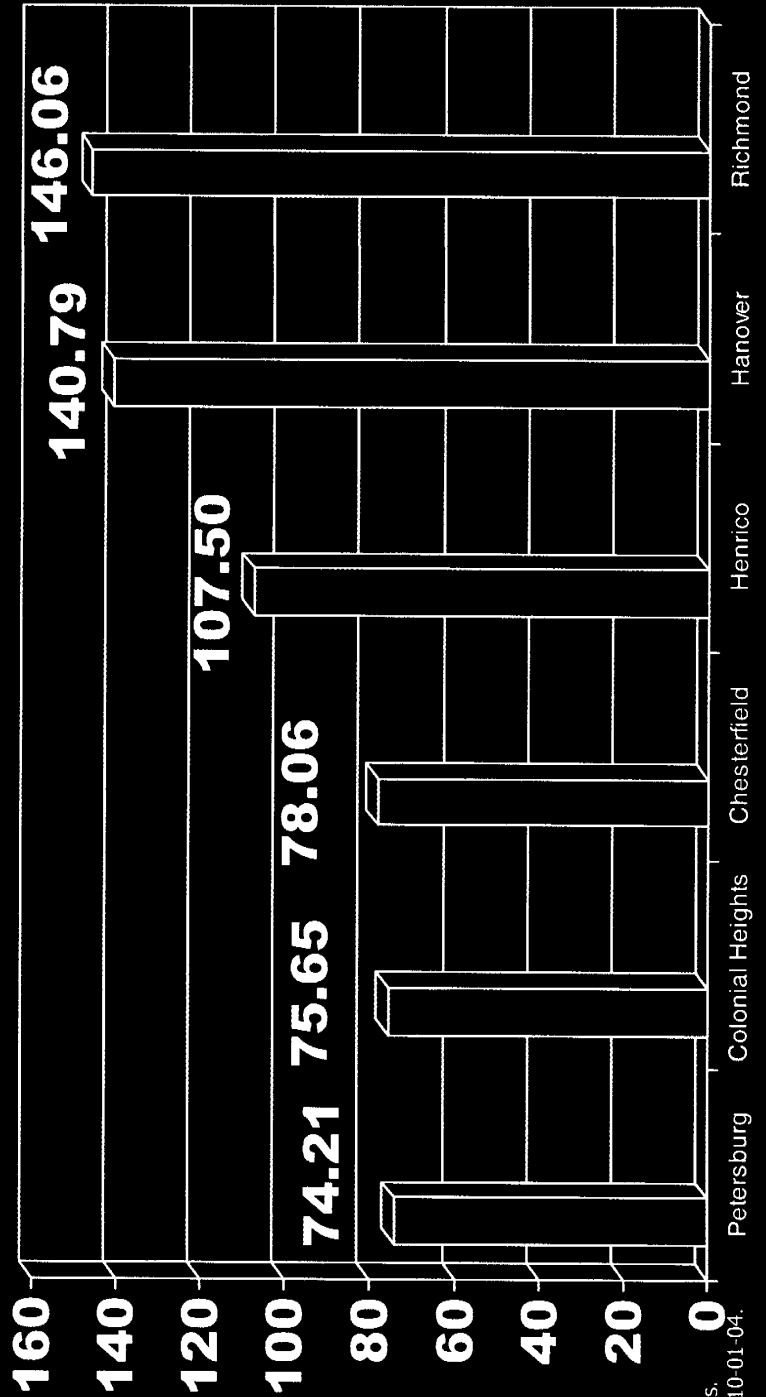
Typical 18CCF Bimonthly Bill (combined customer)

- Current - \$73.30
- Proposed - \$78.06

To Be Exemplary Stewards of the Public Trust and a Model for Excellence in Government



Proposed FY08 Rates Comparison of 18 CCF Bills Water and Wastewater Service



Chesterfield Proposed FY08 rates.

Colonial Heights rates effective 10-01-04.

Petersburg FY07 rates.

2008 Budget



To Provide World Class Customer Service

- **Proposed water connection fee increase- \$378**
 - Current - \$3,592
 - Proposed - \$3,970
- **Proposed wastewater connection fee increase - \$320**
 - Current - \$2,050
 - Proposed - \$2,370

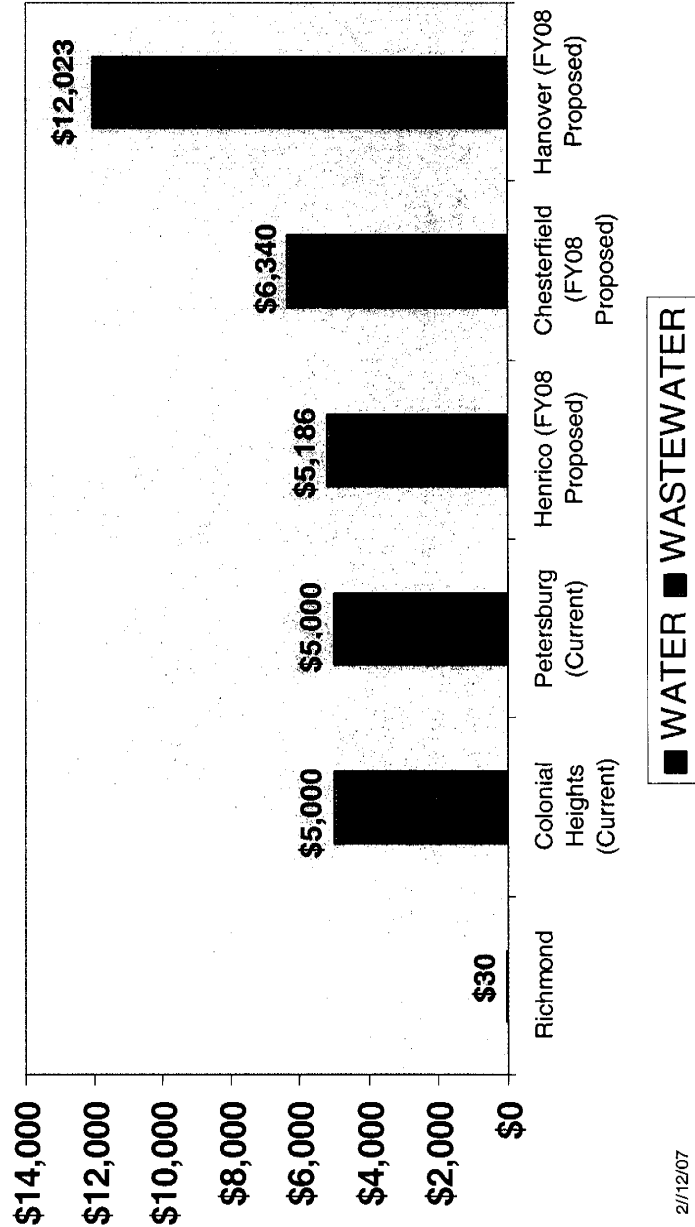
UTILITIES DEPARTMENT

2008 Budget



To Provide World Class Customer Service

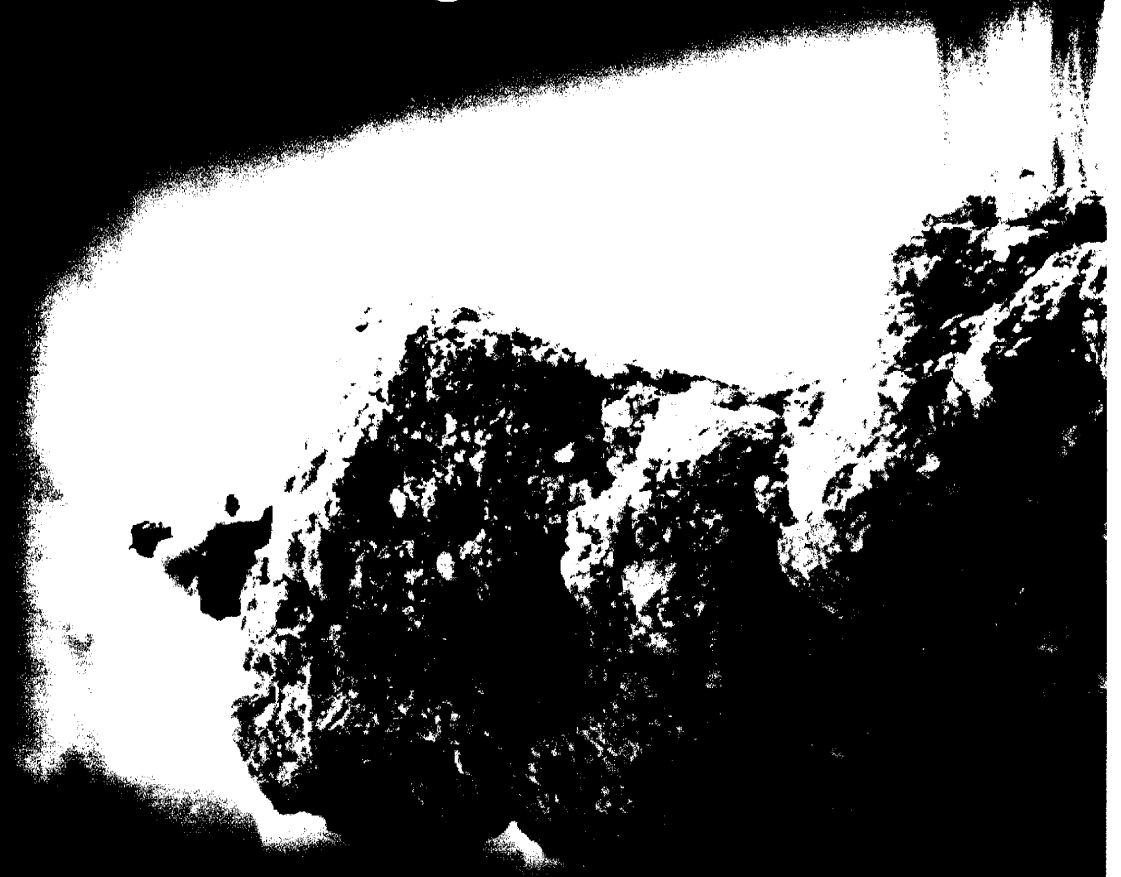
Local Utility Connection Fees



2/12/07

COMMUNITY DEVELOPMENT

**The Community
Development
Division Thanks the
Citizens of Chesterfield
And the Board of
Supervisors for Their
Continued Support**



COMMUNITY DEVELOPMENT



This presentation may
be viewed on the
internet at:

chesterfield.gov/cd/2008/



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 28, 2007

Item Number: 8.A.

Subject:

Upper Swift Creek Watershed Initiatives Time Line

County Administrator's Comments:

County Administrator: _____

A handwritten signature, likely of the County Administrator, is written over the line.

Board Action Requested:

Summary of Information:

During the Board of Supervisors work session on March 14, 2007 regarding the initiatives for protecting the Swift Creek Reservoir Watershed, staff was requested to present a projected time line for implementation of these initiatives at the March 28, 2007 Board of Supervisors meeting. The projected time line will be presented on March 28, 2007 to the Board.

Preparer: Richard M. McElfish

Title: Director, Environmental Engineering

Attachments:

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Yes

☒

No

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**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 28, 2007

Item Number: 8.B.1.

Subject:

Acceptance of a Grant Awarded by the Department of Motor Vehicles for the FY2007 Highway Safety Project Grant

County Administrator's Comments:

Recommended Approval

County Administrator: _____

[Signature]

Board Action Requested:

Authorize the Police Department to accept and appropriate the award from the Virginia Department of Motor Vehicles, Highway Safety Project Grant in the amount of \$80,000 and authorize the County Administrator to execute all documents.

Summary of Information:

The Chesterfield County Police Department has been awarded an \$80,000 federal grant from the Virginia Department of Motor Vehicles, Highway Safety Project Grant Program. The funding will be used to purchase equipment and fund overtime to enhance the police department's traffic safety and accident prevention efforts. A required \$24,082 in-kind match will be funded through supervisor salaries, fuel expenses, and other matching equipment funds, already included in police's operating budget.

Preparer: Colonel Carl R. Baker

Title: Chief of Police

Attachments:

☐

Yes

☒

No

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000072



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 2

Meeting Date: March 28, 2007

Item Number: 8.B.2.

Subject:

Set a Public Hearing to Consider a Resolution Authorizing and Providing for the Issuance, Sale and Delivery of Utility Water and Sewer Revenue Bonds, Series 2007

County Administrator's Comments: *Recommend April 11*

County Administrator: _____ *[Signature]*

Board Action Requested:

Set a public hearing date for April 11, 2007 to consider the adoption of a resolution which 1) authorizes and provides for the issuance, sale and delivery of up to a maximum aggregate principal amount of \$53,000,000 of Utility Water and Sewer Revenue Bonds, Series 2007, and 2) declares the official intent of the County (within the meaning of Federal regulations) to reimburse itself from the proceeds of the utility revenue bonds for expenditures made with respect to the projects prior to the issuance and receipt of the proceeds.

Summary of Information:

On July 24, 1985 the Board of Supervisors adopted a master water and sewer revenue bond resolution to finance water and sewer infrastructure, to be totally supported by revenues of both the water and sewer system.

The Utilities Department capital improvement program includes funding for major improvements at the Proctor's Creek wastewater treatment plant and contributes funds to the City of Richmond's water treatment facilities that serve Chesterfield customers. The department is preparing to begin

Preparer: Allan Carmody **Title:** Director of Budget and Management

Attachments:



Yes



No

000073

**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
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Meeting Date: March 28, 2007

Summary of Information (continued)

construction of the water utility infrastructure necessary to address growth in the western corridor of the county. The majority of the costs for projects in the Utilities CIP occurs over the next four years and goes beyond the department's cash flow capabilities during that short time period. In order to complete the projects when they are needed, the department anticipates selling approximately \$53 million in bonds during the FY2007 budget period. Projected revenues will be sufficient to cover debt service expenses.

The Board is requested to set a public hearing date of April 11, 2007 to consider the adoption of the attached bond resolution to authorize the issuance, sale and delivery of a not to exceed principal aggregate amount of \$53,000,000 in Utility Water and Sewer Revenue Bonds, Series 2007. Additionally, the resolution also officially declares the intent of the County (within the meaning of Federal regulations) to reimburse itself from the proceeds of the utility revenue bonds for expenditures made with respect to the projects prior to the issuance and receipt of the proceeds.

000074

**HD&W DRAFT
DATED MARCH 1, 2007**

COUNTY OF CHESTERFIELD, VIRGINIA

EIGHTH SUPPLEMENTAL BOND RESOLUTION

**AUTHORIZING AND PROVIDING FOR THE ISSUANCE,
SALE AND DELIVERY OF NOT TO EXCEED \$53,000,000
AGGREGATE PRINCIPAL AMOUNT OF WATER AND
SEWER REVENUE BONDS, SERIES 2007, OF THE
COUNTY OF CHESTERFIELD, VIRGINIA, AND
DELEGATING TO THE COUNTY ADMINISTRATOR
CERTAIN POWERS WITH RESPECT THERETO**

ADOPTED APRIL 11, 2007

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COUNTY OF CHESTERFIELD, VIRGINIA, AND
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CERTAIN POWERS WITH RESPECT THERETO**

WHEREAS, on July 24, 1985, the Board of Supervisors (the "Board") of the County of Chesterfield, Virginia (the "County"), duly adopted a resolution, entitled "RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF CHESTERFIELD, VIRGINIA, AUTHORIZING THE ISSUANCE OF WATER AND SEWER REVENUE BONDS OF THE COUNTY OF CHESTERFIELD, VIRGINIA, AND PROVIDING FOR THE SECURITY OF THE HOLDERS THEREOF" (hereinafter referred to as the "Bond Resolution"), as amended and supplemented, authorizing the issuance of the "County of Chesterfield, Virginia, Water and Sewer Revenue Bonds" (hereinafter referred to as the "Bonds"); and

WHEREAS, the Board has determined that it is advisable for the County to authorize the issuance, sale and delivery of an issue of Bonds to be issued under and pursuant to the Bond Resolution in the aggregate principal amount of not to exceed \$53,000,000 to be designated as the "County of Chesterfield, Virginia, Water and Sewer Revenue Bonds, Series 2007" (hereinafter defined as the "2007 Bonds") to finance a portion of the Costs of Construction of the 2007 Expansion (as hereinafter defined);

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF CHESTERFIELD, VIRGINIA:

ARTICLE I

DEFINITIONS

SECTION 1.1. Definitions. Unless the context shall clearly indicate some other meaning, all the words and terms used in this Eighth Supplemental Bond Resolution which are defined in Article I of the Bond Resolution shall, for the purposes of this Eighth Supplemental Bond Resolution, have the respective meanings given to them in the Bond Resolution.

Unless the context shall clearly indicate some other meaning, the following terms shall, for all purposes of the Bond Resolution and of any certificate, resolution or other instrument amendatory thereof or supplemental thereto (including for all purposes of this Eighth Supplemental Bond Resolution) and for all purposes of any opinion or instrument or other

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document therein mentioned, have the following meanings, with the following definitions to be equally applicable to both the singular and plural forms of such terms and *vice versa*:

“Bond Resolution” shall mean the resolution duly adopted by the Board on July 24, 1985, entitled “RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF CHESTERFIELD, VIRGINIA, AUTHORIZING THE ISSUANCE OF WATER AND SEWER REVENUE BONDS OF THE COUNTY OF CHESTERFIELD, VIRGINIA, AND PROVIDING FOR THE SECURITY OF THE HOLDERS THEREOF”.

“1986 Code” shall mean the Internal Revenue Code of 1986 and the regulations promulgated by the United States Department of the Treasury thereunder from time to time.

“Eighth Supplemental Bond Resolution” shall mean this Eighth Supplemental Bond Resolution.

“Trustee” shall mean The Bank of New York, New York, as Trustee under the Bond Resolution.

“2007 Bonds” shall mean the Bonds authorized by this Eighth Supplemental Bond Resolution and issued under the Bond Resolution and this Eighth Supplemental Bond Resolution at any time Outstanding.

“2007 Expansion” shall mean the extensions, additions and capital improvements to, and the renewal and replacement of capital assets of, and the purchasing and installation of new equipment for, the System a portion of the Costs of Construction of which shall be financed from the proceeds of the 2007 Bonds, including, without limitation, _____.

Unless the context shall clearly indicate otherwise or otherwise require (i) all references in this Eighth Supplemental Bond Resolution to the Bond Resolution (without specifying in such references any particular article, section or subsection of the Bond Resolution) shall be to the Bond Resolution as supplemented and amended, (ii) all references by number in this Eighth Supplemental Bond Resolution to a particular article or section of the Bond Resolution shall be to the article, section or subsection of that number of the Bond Resolution, and if such article, section or subsection shall have been supplemented or amended, to such article, section or subsection as so supplemented or amended and (iii) all references by number in this Eighth Supplemental Bond Resolution to a particular article, section or subsection of the Eighth Supplemental Bond Resolution shall be only to the article, section or subsection of that number of this Eighth Supplemental Bond Resolution.

Whenever used in this Eighth Supplemental Bond Resolution, the words “herein”, “hereinbefore”, “hereinafter”, “hereof”, “hereunder” and other words of similar import, refer to this Eighth Supplemental Bond Resolution only and to this Eighth Supplemental Bond Resolution as a whole and not to any particular article, section or subdivision hereof, and the words “therein”, “thereinbefore”, “thereof”, “thereunder” and other words of similar import, refer to the Bond Resolution as a whole and not to any particular article, section or subdivision thereof.

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ARTICLE II

AUTHORIZATION OF ISSUANCE AND APPROVAL OF SALE OF 2007 BONDS

SECTION 2.1. Authorization of Issuance of 2007 Bonds. (a) For the purposes of providing funds (i) for the deposit into the Debt Service Reserve Fund held by the Trustee of the amount specified in Section 2.6(a) of this Eighth Supplemental Bond Resolution, and (ii) for deposit to the Construction Fund held by the Treasurer for credit to the Construction Account of a portion of the Costs of Construction of the 2007 Expansion of the amount specified in Section 2.6(b) of this Eighth Supplemental Bond Resolution, there are hereby authorized to be issued, and shall be issued, under and secured by the Bond Resolution, including this Eighth Supplemental Bond Resolution, an issue of Bonds in the aggregate principal amount of not to exceed \$53,000,000, to be designated as the "County of Chesterfield, Virginia, Water and Sewer Revenue Bonds, Series 2007" (herein defined and referred to as the "2007 Bonds").

(b) The 2007 Bonds shall be dated the date of their delivery, shall be issued in fully registered form, shall be in the denomination of \$5,000 or any integral multiple thereof and shall be numbered or lettered, or both, as shall be determined by the Trustee, which numbers or letters shall have the letter "R" prefixed thereto. The 2007 Bonds shall mature and become due and payable on such date or dates not exceeding forty (40) years from their date and in such principal amounts on each such date as shall be determined by the County Administrator, and shall bear interest from their date at the rates per annum determined by the County Administrator, payable on November 1, 2007 and semiannually on each May 1 and November 1 thereafter.

(c) Subject to the provisions of Section 2.3 hereof, principal of each 2007 Bond shall be payable to the registered owner thereof at the principal office of the Trustee upon presentation and surrender of such 2007 Bond. Subject to the provisions of Section 2.3 hereof, interest on each 2007 Bond shall be paid by the Trustee as Paying Agent for the 2007 Bonds to the registered owner thereof as shown on the books of registry maintained by the Trustee as Registrar for the 2007 Bonds, as of the close of business on the fifteenth (15th) day of the calendar month next preceding each interest payment date, by check or draft mailed to such registered owner or, upon the request of the registered owner of more than \$1,000,000 principal amount of the 2007 Bonds, by wire transfer.

(d) Subject to the provisions of Section 2.3 hereof, the 2007 Bonds shall be exchangeable for other 2007 Bonds in fully registered form, all as provided in Section 3.3 of the Bond Resolution. The 2007 Bonds may contain such variations, omissions and insertions as are incidental to such differences in their numbers, denominations and forms.

(e) The Trustee is hereby appointed as the Registrar and the Paying Agent for the 2007 Bonds.

SECTION 2.2. Redemption of 2007 Bonds. (a) Subject to the provisions of Section 2.5 hereof, the 2007 Bonds shall be subject to optional and mandatory redemption prior

to their stated maturities upon such terms and conditions as shall be determined by the County Administrator.

(b) (i) Notice of the redemption of any 2007 Bonds shall be given in accordance with the provisions of Section 6.5 of the Bond Resolution.

(ii) If less than all the 2007 Bonds of a maturity are to be redeemed, the Bonds of such maturity to be redeemed shall be selected as provided in Section 6.4 of the Bond Resolution.

(iii) Any redemption of 2007 Bonds shall have the effect as is provided in Section 6.6 of the Bond Resolution.

SECTION 2.3. Execution and Form of 2007 Bonds; Book-Entry-Only System.

(a) The 2007 Bonds shall be executed and authenticated in the manner and with the effect set forth in Section 3.10 of the Bond Resolution.

(b) The 2007 Bonds shall be issuable in the form, denominations and maturities and with the interest rates specified in, or determined in accordance with the provisions of, Section 2.1 of this Eighth Supplemental Bond Resolution.

(c) CUSIP identification numbers shall be printed on the 2007 Bonds, but such numbers shall not be deemed to be a part of the 2007 Bonds or a part of the contract evidenced thereby and no liability shall hereafter attach to the County or any of the officers or agents thereof because of or on account of such CUSIP identification numbers.

(d) The 2007 Bonds shall be issued, upon initial issuance, in fully registered form and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the 2007 Bonds, and immobilized in the custody of DTC. One fully registered 2007 Bond for the principal amount of each maturity shall be registered to Cede & Co. Beneficial owners of 2007 Bonds shall not receive physical delivery of 2007 Bonds. Individual purchases of 2007 Bonds may be made in book-entry form only in principal amounts of \$5,000 and integral multiples thereof. Principal and interest payments on the 2007 Bonds shall be made by wire transfer to DTC or its nominee as registered owner of such 2007 Bonds on the applicable payment date.

Transfers of principal and interest payments to the participants of DTC, which include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations (the "Participants") shall be the responsibility of DTC. Transfers of principal and interest payments to beneficial owners of the 2007 Bonds by the Participants is the responsibility of the Participants and other nominees of such beneficial owners. The Trustee shall notify DTC of any notice required to be given pursuant to the Bond Resolution, as supplemented by this Eighth Supplemental Bond Resolution, not less than fifteen (15) calendar days prior to the date upon which such notice is required to be given; *provided* that the failure to provide such notice to DTC shall not invalidate any action taken or notice given by the Trustee hereunder.

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Transfers of ownership interests in the 2007 Bonds shall be made by DTC and its Participants, acting as nominees of the beneficial owners of the 2007 Bonds, in accordance with rules specified by DTC and its Participants. The Trustee makes no assurances that DTC, its Participants or other nominees of the beneficial owners of the 2007 Bonds shall act in accordance with such rules or on a timely basis.

(e) Replacement 2007 Bonds (the "Replacement 2007 Bonds") shall be issued directly to beneficial owners of 2007 Bonds rather than to DTC, or its nominee, but only in the event that:

(i) DTC determines not to continue to act as securities depository for the 2007 Bonds; or

(ii) The Trustee has advised DTC of its determination that DTC is incapable of discharging its duties; or

(iii) The Trustee has determined that it is in the best interest of the beneficial owners of the 2007 Bonds not to continue the book-entry system of transfer.

Upon occurrence of the events described in clause (i) or (ii) above the Trustee shall attempt to locate another qualified securities depository. If the Trustee fails to locate another qualified securities depository to replace DTC, the Trustee shall execute and deliver Replacement 2007 Bonds substantially in the form set forth in Exhibit A attached hereto to the Participants. In the event the Trustee makes the determination noted in clause (ii) or (iii) above (the Trustee undertakes no obligation to make any investigation to determine the occurrence of any events that would permit the Trustee to make any such determination) and has made provisions to notify the beneficial owners of 2007 Bonds by mailing an appropriate notice to DTC, the Trustee shall execute and deliver Replacement 2007 Bonds substantially in the form set forth in Exhibit A attached hereto to any Participants making a request for such Replacement 2007 Bonds. The Trustee shall be entitled to rely on the records provided by DTC as to the Participants entitled to receive Replacement 2007 Bonds. Principal of and interest on the Replacement 2007 Bonds shall be payable as provided in Section 2.1(c) hereof, and such Replacement 2007 Bonds will be transferable and exchangeable in accordance with Sections 3.3 through 3.6, inclusive, of the Bond Resolution.

(f) The 2007 Bonds shall be in substantially the form set forth in Exhibit A attached hereto.

SECTION 2.4. Preparation and Distribution of Preliminary Official Statement and Preparation, Execution and Delivery of Official Statement; Preliminary Official Statement "Deemed Final" for Purposes of Rule 15c2-12 of the Securities and Exchange Commission. (a) The County Administrator and other appropriate officials and employees of the County are hereby authorized and directed to prepare and distribute or disseminate, or cause to be prepared and distributed or disseminated, to prospective purchasers of the 2007 Bonds a Preliminary Official Statement relating to the 2007 Bonds (the "Preliminary Official Statement"). All actions taken by the officials, employees, agents and attorneys of the County with respect to the

preparation and distribution or dissemination of such Preliminary Official Statement prior to the date hereof are hereby approved, ratified and confirmed.

(b) The County Administrator and other appropriate officials and employees of the County are hereby authorized and directed to prepare, or to cause to be prepared, an Official Statement relating to the 2007 Bonds (the "Official Statement"), such Official Statement to be in substantially the form of the Preliminary Official Statement with the completion therein of the information with respect to the interest rates to be borne by the 2007 Bonds as specified by the successful bidder for the 2007 Bonds and other definitive details of the 2007 Bonds determined upon the sale of the 2007 Bonds to the successful bidder therefor.

(c) The County Administrator is hereby authorized to execute and deliver to the representative of the purchasers of the 2007 Bonds the Official Statement relating to the 2007 Bonds in accordance with the provisions of the Detailed Notice of Sale relating to the 2007 Bonds.

(d) The Preliminary Official Statement shall be "deemed final" as of its date for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934 ("Rule 15c2-12") except for the omission of certain information permitted to be omitted by Rule 15c2-12. The County Administrator is hereby authorized to execute and deliver to the representative of the purchasers of the 2007 Bonds a certificate dated the date of the Preliminary Official Statement stating that the Preliminary Official Statement is "deemed final" as of its date by the County for purposes of Rule 15c2-12.

SECTION 2.5. Sale of 2007 Bonds. (a) There is hereby delegated to the County Administrator authority, without further action by the Board, to sell the 2007 Bonds authorized for issuance under this Eighth Supplemental Bond Resolution in accordance with the provisions hereof at competitive sale at not less than 99% of the principal amount thereof and on such other terms and conditions as shall be provided in the Detailed Notice of Sale relating to the 2007 Bonds. The County Administrator is hereby authorized to cause to be published and distributed a Detailed Notice of Sale relating to the 2007 Bonds in such form and containing such terms and conditions as he may deem advisable, subject to the provisions hereof. In lieu of publishing the full text of the Detailed Notice of Sale relating to the 2007 Bonds in accordance with the provisions of the immediately preceding sentence, the County Administrator is hereby authorized to cause a Summary Notice of Sale of the 2007 Bonds in such form as the County Administrator shall approve to be published in *The Bond Buyer* on a date selected by the County Administrator and is hereby further authorized to cause to be prepared and distributed a Detailed Notice of Sale relating to the 2007 Bonds.

(b) The County Administrator is hereby authorized to receive bids for the purchase of the 2007 Bonds and, without further action by the Board, to accept the bid offering to purchase the 2007 Bonds at the lowest true interest cost to the County, computed in accordance with the provisions of the Detailed Notice of Sale; *provided* (i) that such bid is accompanied by a surety bond meeting the conditions specified in the Detailed Notice of Sale relating to the 2007 Bonds and is otherwise in conformity with such Detailed Notice of Sale, (ii) the true interest cost to the County as specified in such bid is not in excess of six percent (6.00%)

and (iii) the premium payable upon the redemption of the 2007 Bonds shall not exceed two percent (2.00%).

(c) The County Administrator, the Director of Accounting and the County Attorney are hereby authorized to execute and deliver to the purchasers of the 2007 Bonds one or more certificates in the forms provided for in the Official Statement relating to the 2007 Bonds.

SECTION 2.6. Application of Proceeds of 2007 Bonds. The proceeds of sale of the 2007 Bonds received by the County, together with other available moneys of the County, shall be applied as follows:

(a) an amount, less other available moneys in the Debt Service Reserve Fund, equal to the Debt Service Reserve Requirement for the 2007 Bonds shall be deposited with the Trustee in the Debt Service Reserve Fund in accordance with the provisions of the Bond Resolution and Section 2.10 of this Eighth Supplemental Bond Resolution; and

(b) the balance of the proceeds of the 2007 Bonds shall be deposited into the Construction Fund held by the Treasurer for credit to the Construction Account therein.

[In connection with the issuance and delivery of the 2007 Bonds, there may also be paid from the proceeds of the 2007 Bonds or other available moneys of the County, including moneys held by the Trustee under the Bond Resolution, such amount as shall be required to be paid to First Union National Bank, as the Provider (the "Provider"), under the Debt Service and Debt Service Reserve Forward Delivery Agreement, dated as of March 16, 2001 (the "Forward Delivery Agreement"), by and between the Trustee and the Provider, to have the Forward Delivery Agreement continue in effect and to apply to the 2007 Bonds.]

SECTION 2.7. Investment of Funds and Accounts Under the Bond Resolution. In accordance with Section 5.11(c)(ii) of the Bond Resolution, it is hereby provided that all income or interest earned and gains realized in excess of losses suffered by a Fund or Account held by the Trustee or the Treasurer under the Bond Resolution and allocable to the 2007 Bonds due to the investment thereof shall be deposited into the Rebate Fund to the extent required to enable the County to comply with the arbitrage rebate requirements of the 1986 Code and, after any such deposit into the Rebate Fund, into the Revenue Fund as Revenues of the System.

SECTION 2.8. Conditions Precedent to Delivery of 2007 Bonds. In compliance with the conditions precedent to the delivery of the 2007 Bonds prescribed in Section 2.4 of the Bond Resolution, the 2007 Bonds shall be delivered only upon receipt by the Trustee of:

(a) a copy of this Eighth Supplemental Bond Resolution authorizing the 2007 Bonds, certified by the Clerk of the Board or an Authorized Officer of the County, by which or pursuant to which the terms of the 2007 Bonds are specified, which Eighth Supplemental Bond Resolution contains findings and determinations of the Board that no default exists in the payment of the principal of or interest and premium, if any, on any Bond, and that all mandatory redemptions, if any, of Bonds required to have been made under the terms the Bond Resolution or any Supplemental Resolution shall have been made;

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(b) a Bond Counsel's Opinion to the effect that (i) this Eighth Supplemental Bond Resolution has been duly and lawfully adopted and is in full force and effect, (ii) the Bond Resolution has been duly and lawfully adopted by the County and is valid and binding upon, and enforceable against, the County (except to the extent that the enforceability thereof may be subject to judicial discretion, to the exercise of the sovereign police powers of the Commonwealth of Virginia and the constitutional powers of the United States of America and to valid bankruptcy, insolvency, reorganization, moratorium and other laws affecting the relief of debtors), (iii) the Bond Resolution creates the valid pledge which it purports to create of the Revenues and of moneys and securities on deposit in any of the Funds established under the hereunder and thereunder subject to the application thereof to the purposes and on the conditions permitted by the Bond Resolution and (iv) upon the execution and delivery thereof, the 2007 Bonds will have been duly and validly authorized and issued in accordance with the Bond Resolution;

(c) a written order as to the delivery of the 2007 Bonds and the application of the 2007 Bond proceeds, signed by an Authorized Officer of the County; and

(d) a Certificate of the Director of Budget and Management that the 2007 Bonds are issued in compliance with the provisions of Section 7.11(c) of the Bond Resolution, which Certificate shall be accompanied by an Accountant's Certificate confirming the calculations set forth in such Certificate of the Director of Budget and Management with respect to the amounts of Revenues, Operating Expenses, Debt Service and Debt Service/Additional Bonds.

SECTION 2.9. Covenant as to Compliance with 1986 Code. The County hereby covenants and agrees to comply with the provisions of Sections 103 and 141-150 of the 1986 Code applicable to the 2007 Bonds throughout the term of the 2007 Bonds.

SECTION 2.10. Creation of 2007 Debt Service Reserve Account in Debt Service Reserve Fund. There is hereby created and established in the Debt Service Reserve Fund held by the Trustee an account designated as the "2007 Debt Service Reserve Account". From the proceeds of the 2007 Bonds required to be deposited into the Debt Service Reserve Fund pursuant to Section 2.6(a) hereof and other available moneys in the Debt Service Reserve Fund, there shall be credited to the 2007 Debt Service Reserve Account an amount equal to the Debt Service Reserve Requirement for the 2007 Bonds, the same being an amount equal to the lesser of (i) ten percent (10%) of the proceeds of the 2007 Bonds and (ii) the maximum amount payable in any current or future Fiscal Year for the payment of Debt Service on the 2007 Bonds. The 2007 Debt Service Reserve Account shall be available only to pay Debt Service on the 2007 Bonds.

SECTION 2.11. Authorization of Execution and Delivery of Continuing Disclosure Agreement; Covenant with Bondholders. The County Administrator is hereby authorized and directed to execute and deliver to the Trustee a Continuing Disclosure Agreement with respect to the 2007 Bonds in the form set forth as an appendix to the Official Statement, together with such changes as shall be approved by the County Administrator, upon the advice of counsel (including the County Attorney and Bond Counsel), such approval to be conclusively

evidenced by his execution thereof. The County covenants with the holders from time to time of the 2007 Bonds that it will, and hereby authorizes the appropriate officers and employees of the County to take all action necessary or appropriate to, comply with and carry out all of the provisions of the Continuing Disclosure Agreement, as the same may be amended from time to time. Notwithstanding any other provision of the Bond Resolution, failure of the County or the Trustee to perform in accordance with the Continuing Disclosure Agreement shall not constitute a default or an Event of Default, and the rights and remedies provided by the Bond Resolution upon the occurrence of a default or an Event of Default shall not apply to any such failure, but the Continuing Disclosure Agreement may be enforced only as provided therein.

ARTICLE III

MISCELLANEOUS

SECTION 3.1. Eighth Supplemental Bond Resolution is a "Supplemental Resolution" Under the Bond Resolution; 2007 Bonds Are "Bonds" Under the Bond Resolution.

(a) This Eighth Supplemental Bond Resolution is adopted pursuant to Section 2.4 and Article VIII of the Bond Resolution. This Eighth Supplemental Bond Resolution (1) supplements the Bond Resolution, (2) is hereby found, determined and declared to constitute and to be a "Supplemental Resolution" within the meaning of the quoted words as defined and used in the Bond Resolution and (3) is adopted pursuant to and under the authority of the Bond Resolution.

(b) The 2007 Bonds are hereby found, determined and declared to constitute and to be "Bonds" within the meaning of the quoted words as defined and used in the Bond Resolution. The 2007 Bonds shall be entitled to the benefits, security and protection of the Bond Resolution, equally and proportionately with any other Bonds heretofore or hereafter issued thereunder; shall be payable from the Revenues on a parity with all Bonds heretofore or hereafter issued under the Bond Resolution; shall rank *pari passu* with all Bonds heretofore or hereafter issued under the Bond Resolution; and shall be equally and ratably secured with all Bonds heretofore or hereafter issued under the Bond Resolution by a prior and paramount lien and charge on the Revenues, without priority or distinction by reason of series, number, date, date of sale, date of issuance, date of execution and authentication or date of delivery; all as is more fully set forth in the Bond Resolution. It is hereby further found, determined and declared that no default exists in the payment of the principal of or interest and premium, if any, on any Bond issued under the Bond Resolution and that all mandatory redemptions, if any, of Bonds required to have been made under the terms of the Bond Resolution or any Supplemental Resolution have been made.

SECTION 3.2. Authorization of Reimbursement of Expenditures in Advance of Issuance and Receipt of Proceeds of 2007 Bonds. The Board hereby authorizes the County to make expenditures on the 2007 Expansion in advance of the issuance and receipt of the proceeds of the 2007 Bonds and to reimburse such expenditures from the proceeds of the 2007 Bonds. The adoption of this resolution shall be considered as an "official intent" within the meaning of Section 1.150-2 of the Treasury Regulations promulgated by the Internal Revenue Service under Section 103 of the 1986 Code.

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SECTION 3.3. Filing of this Eighth Supplemental Bond Resolution with Circuit Court. The County Attorney be and hereby is authorized and directed to file a copy of this Eighth Supplemental Bond Resolution, certified by the Clerk of the Board to be a true and correct copy thereof, with the Circuit Court of the County of Chesterfield, Virginia, in accordance with the provisions of Section 15.2-2607 of the Code of Virginia, 1950.

SECTION 3.4. Effect of Article and Section Headings and Table of Contents. The headings or titles of articles and sections hereof, and any table of contents appended hereto or copies hereof, shall be for convenience of reference only and shall not affect the meaning or construction, interpretation or effect of this Eighth Supplemental Bond Resolution.

SECTION 3.5. Effectiveness of This Eighth Supplemental Bond Resolution. This Eighth Supplemental Bond Resolution shall be effective from and after the adoption hereof by the Board.

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EXHIBIT A
(FORM OF BOND)

UNITED STATES OF AMERICA
COMMONWEALTH OF VIRGINIA
COUNTY OF CHESTERFIELD
WATER AND SEWER REVENUE BOND,
SERIES 2007

REGISTERED

REGISTERED

No. R-_____

INTEREST RATE:

MATURITY DATE:

DATE OF BOND:

CUSIP NO.:

%

NOVEMBER 1, ____

_____, 2007

166409

REGISTERED HOLDER: CEDE & CO.

PRINCIPAL SUM:

DOLLARS

The County of Chesterfield (hereinafter referred to as the "County"), a political subdivision of the Commonwealth of Virginia, for value received, hereby acknowledges itself indebted and hereby promises to pay to the Registered Holder (named above), or registered assigns, but solely from the Revenues and moneys pledged to the payment hereof hereinafter specified and not otherwise, on the Maturity Date (specified above), the Principal Sum (specified above), and to pay interest on such Principal Sum, but solely from such Revenues and moneys pledged to the payment hereof hereinafter specified and not otherwise, on **November 1, 2007** and semiannually on **May 1** and **November 1** of each year thereafter (each such date is hereinafter referred to as an "interest payment date"), from the date hereof or from the interest payment date next preceding the date of authentication hereof to which interest shall have been paid, unless such date of authentication is an interest payment date, in which case from such interest payment date, or unless such date of authentication is within the period from the sixteenth (16th) day to the last day of the calendar month next preceding the following interest payment date, in which case from such following interest payment date, such interest to be paid until the maturity hereof at the Interest Rate (specified above) per annum, by check or draft mailed (or, upon the request of the Registered Holder of more than \$1,000,000 principal amount of the Bonds of the Series of Bonds of which this Bond is one, by wire transfer) by the Registrar hereinafter mentioned to the Registered Holder in whose name this Bond is registered upon the books of registry of the County kept by the Registrar as of the close of business on the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding each interest payment date at the address of the Registered Holder hereof as it appears on such books of registry.

The principal of this Bond are payable on presentation and surrender hereof at the principal office of **The Bank of New York, New York, New York**, as Registrar, in New York, New York. Both principal of and interest on this Bond are payable in such coin or currency of the United States of America as at the respective dates of payment thereof is legal tender for public and private debts.

This Bond is one of a duly authorized Series of Bonds (herein referred to as the "Bonds") of the aggregate principal amount of _____ Dollars (\$_____) of like date, denomination and tenor herewith except for number, interest rate and maturity provisions, and is issued under and pursuant to and in full compliance with the Constitution and statutes of the Commonwealth of Virginia, including Chapter 26 of Title 15.2 of the Code of Virginia, 1950 (the same being the Public Finance Act of 1991), a resolution duly adopted on July 24, 1985 by the Board of Supervisors of the County, entitled "RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF CHESTERFIELD, VIRGINIA, AUTHORIZING THE ISSUANCE OF WATER AND SEWER REVENUE BONDS OF THE COUNTY OF CHESTERFIELD, VIRGINIA, AND PROVIDING FOR THE SECURITY OF THE HOLDERS THEREOF" and a resolution duly adopted by such Board on April 24, 2007, entitled "EIGHTH SUPPLEMENTAL BOND RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF NOT TO EXCEED \$_____ AGGREGATE PRINCIPAL AMOUNT OF WATER AND SEWER REVENUE BONDS, SERIES 2007, OF THE COUNTY OF CHESTERFIELD, VIRGINIA, AND DELEGATING TO THE COUNTY ADMINISTRATOR CERTAIN POWERS WITH RESPECT THERETO" (such resolutions being herein referred to collectively as the "Bond Resolution").

The Bonds are issued to finance the costs of extensions, additions and capital improvements to, and renewal and replacement of capital assets of, or purchasing and installing new equipment for the County's water and sewer system (the "System") of the County. The Bonds and the interest thereon are payable solely from, and secured equally and ratably with other bonds which may have heretofore been issued or may hereafter be issued on a parity therewith under the Bond Resolution outstanding from time to time solely by a lien and charge on, the Revenues (as defined in the Bond Resolution) derived from the operation of the System, subject to the prior payment from such Revenues of the Operating Expenses of the System, and from moneys held in the funds and accounts created and established under the Bond Resolution pledged to the payment thereof. The Bond Resolution provides that the bonds issued thereunder shall not be deemed to constitute full faith and credit general obligations of the County for which there is a right to compel the exercise of the *ad valorem* taxing power of the County.

Reference is hereby made to the Bond Resolution, to all of the provisions of which any Registered Holder of this Bond by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for the bonds issued under the Bond Resolution, including this Bond; the description of the System; the description of the Revenues and the moneys held in the funds and accounts created and established under the Bond Resolution pledged to the payment of the interest on and principal of the bonds issued under the Bond Resolution, including this Bond; the nature and extent and

manner of enforcement of the pledge; the covenants of the County as to the fixing, establishing, maintaining and revising of rates and charges for the provision and sale of water and sewer services of the System; the covenants of the County as to the collection, deposit and application of the Revenues of the System; the conditions upon which other bonds may hereafter be issued under the Bond Resolution payable on a parity with this Bond from the Revenues of the System and equally and ratably secured herewith; the rights, duties and obligations of the County; the provisions discharging the Bond Resolution as to this Bond and the lien and pledge of this Bond on the Revenues of the System if there shall have been deposited in accordance with the provisions of the Bond Resolution on or before the maturity hereof moneys sufficient to pay the principal hereof and the interest hereon to the maturity date hereof, or certain specified securities maturing at such times and in such amounts which, together with the earnings thereon, would be sufficient for such payment, or a combination of both such moneys and securities; and for the other terms and provisions of the Bond Resolution.

The Bonds of the Series of which this Bond is one maturing on or before November 1, 20__ are not subject to redemption prior to their stated maturities.

The Bonds of the Series of which this Bond is one (or portions thereof in installments of \$5,000) maturing on November 1, 20__ and thereafter, are subject to redemption prior to their stated maturities, at the option of the County, from moneys on deposit in the Redemption Fund created and established by the Bond Resolution or from other available moneys of the County, on and after November 1, 20__, as a whole at any time, or in part from time to time on any interest payment date in such order as the County may determine, at the respective redemption prices (expressed as a percentage of the principal amount to be redeemed) set forth below if such redemption is made from any moneys other than moneys required to be paid as Sinking fund Payments, together with the interest accrued on such principal amount to the date fixed for redemption:

<u>Period During Which Redeemed</u> <u>(Both Dates Inclusive)</u>	<u>Redemption Price</u>
November 1, 20__ through October 31, 20__	%
November 1, 20__ and thereafter	

The Bonds of the Series of which this Bond is one (or portions thereof in installments of \$5,000) maturing on November 1, 20__ are subject to mandatory sinking fund redemption from Sinking Fund Payments made in accordance with the provisions of the Bond Resolution (hereinafter mentioned) and to payment at maturity on November 1 in each of the years and in the principal amounts set forth below, at a redemption price equal to the principal amount redeemed, together with the interest accrued on such principal amount to the date fixed for redemption:

Year

Principal Amount

If this Bond is redeemable and shall be called for redemption, notice of the redemption hereof shall be mailed not less than thirty (30) days prior to the date fixed for redemption to the Registered Holder of this Bond at such Registered Holder's address as shown on the books of registry of the County kept by the Registrar. When notice of redemption of this Bond (or of the portions hereof in installments of \$5,000 to be redeemed) shall have been given as hereinabove set forth, this Bond (or the portions hereof to be redeemed) shall become due and payable on the date so specified for such redemption at a price equal to the principal amount hereof and the redemption premium, if any, hereon, together with the interest accrued hereon to such date, and whenever payment of such redemption price shall have been duly made or provided for, interest on this Bond (or on the portions hereof so redeemed) shall cease to accrue from and after the date so specified for its redemption.

Subject to the limitations and upon payment of the charges, if any, provided in the proceedings authorizing the Bonds of the Series of which this Bond is one, this Bond may be exchanged at the principal office of the Registrar for a like aggregate principal amount of Bonds of other authorized principal amounts and of the Series of which this Bond is one. This Bond is transferable by the Registered Holder hereof, in person or by his attorney duly authorized in writing, at the principal office of the Registrar but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the proceedings authorizing the Bonds of the Series of which this Bond is one, and upon the surrender hereof for cancellation. Upon such transfer a new Bond or Bonds of authorized denominations and of the same aggregate principal amount of the Series of which this Bond is one will be issued to the transferee in exchange herefor.

This Bond shall not be valid or obligatory unless the certificate of authentication hereon shall have been manually signed by an authorized signator of the Registrar.

It is hereby certified, recited and declared that all acts, conditions and things required to have happened, to exist and to have been performed precedent to and in the issuance of this Bond and the Series of which it is one, have happened, do exist and have been performed in regular and due time, form and manner as required by law, and that the Bonds of the Series of which this Bond is one do not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the County, by its Board of Supervisors, has caused this Bond to be signed by the Chairman and the Clerk of such Board, by their manual or facsimile signatures, and the seal of the County to be impressed or imprinted hereon, and this Bond to be dated _____, 2007.

[SEAL]

Clerk of the Board of Supervisors

Chairman of the
Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds delivered pursuant to the within-mentioned proceedings.

THE BANK OF NEW YORK, as Registrar

By: _____
Authorized Signature

Dated: _____

ASSIGNMENT

For value received, the undersigned hereby sell(s), assign(s) and transfer(s) unto

(Please print or type name and address, including postal zip code, of transferee)

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF TRANSFEREE:

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to transfer such Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

Signature(s) Guaranteed

NOTICE: Signature(s) must be guaranteed by a member firm of The New York Stock Exchange, Inc. or a commercial bank or trust company

(Signature(s) of Registered Owner)

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears on the front of this Bond in every particular, without alteration, enlargement or any change whatsoever.



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 28, 2007

Item Number: 8.6.3.

Subject: State Road Acceptance

County Administrator's Comments:

County Administrator: _____

A handwritten signature, likely of the County Administrator, is written over the line.

Board Action Requested:

Summary of Information:

Matoaca:

Collington, Section 4
Collington, Section 6
Collington, Section 7
Willow Creek, Section 1

Preparer: Richard M. McElfish

Title: Director, Environmental Engineering

Attachments:



Yes



No

#

000092

TO: Board of Supervisors

FROM: Department of Environmental Engineering

SUBJECT: State Road Acceptance - COLLINGTON, SEC 4

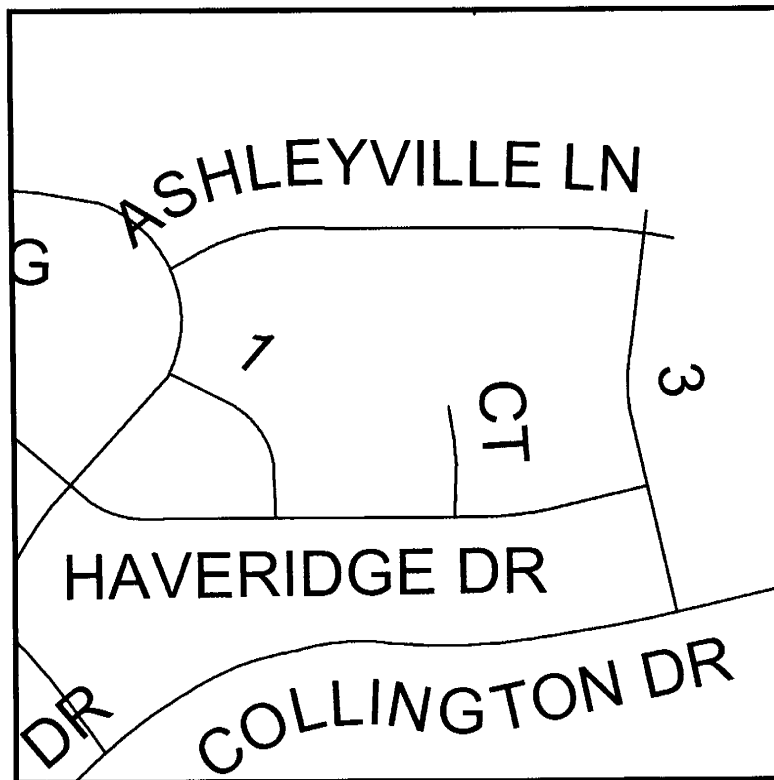
DISTRICT: MATOACA

MEETING DATE: March 28, 2007

ROADS FOR CONSIDERATION:

ASHLEYVILLE LN
HAVERIDGE CT
HAVERIDGE DR
REDWICK DR

Vicinity Map: COLLINGTON, SEC 4



Produced By Chesterfield County GIS

000093

TO: Board of Supervisors

FROM: Department of Environmental Engineering

SUBJECT: State Road Acceptance - COLLINGTON, SEC 6

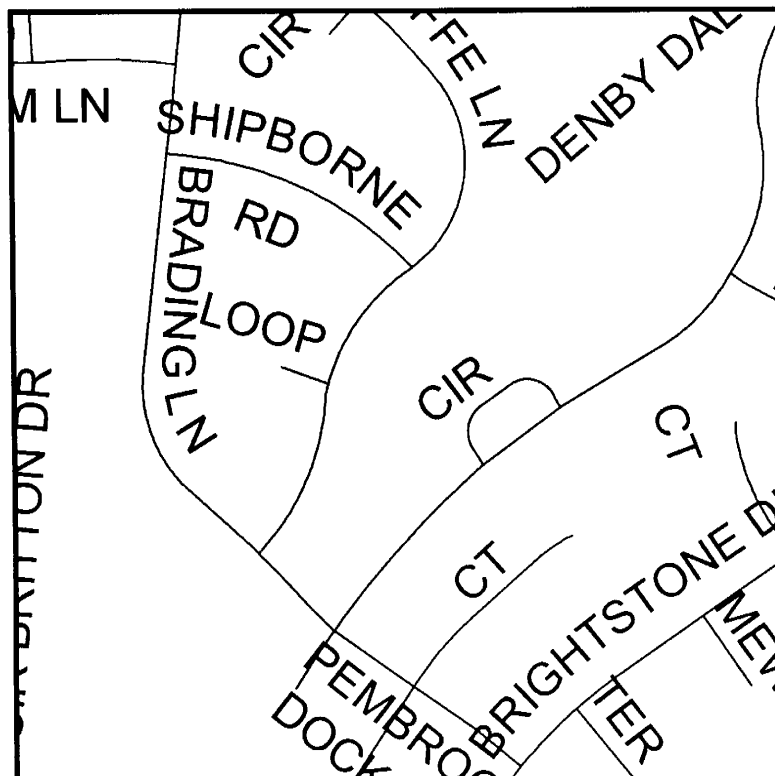
DISTRICT: MATOACA

MEETING DATE: March 28, 2007

ROADS FOR CONSIDERATION:

BRADING LN
COLLINGTON CIR
COLLINGTON DR
HOCKLIFFE LN
HOCKLIFFE LOOP
SHIPBORNE RD

Vicinity Map: COLLINGTON, SEC 6



Produced By Chesterfield County GIS

000094

TO: Board of Supervisors

FROM: Department of Environmental Engineering

SUBJECT: State Road Acceptance - COLLINGTON, SEC 7

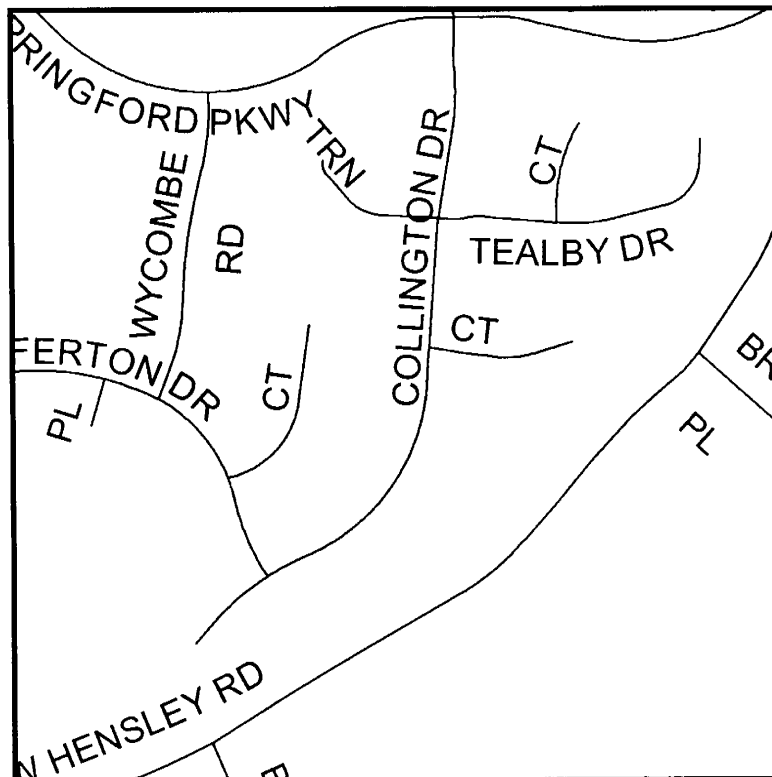
DISTRICT: MATOACA

MEETING DATE: March 28, 2007

ROADS FOR CONSIDERATION:

COLLINGTON CT
COLLINGTON DR
WOOFERTON CT
WOOFERTON DR
WYCOMBE RD

Vicinity Map: COLLINGTON, SEC 7



Produced By Chesterfield County GIS

000095

TO: Board of Supervisors

FROM: Department of Environmental Engineering

SUBJECT: State Road Acceptance - WILLOW CREEK, SEC 1

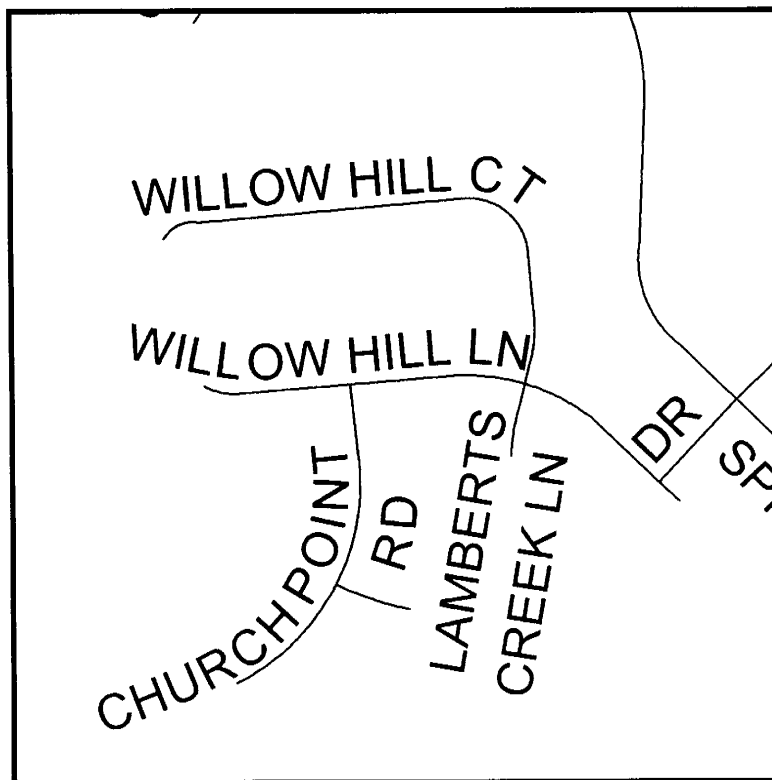
DISTRICT: MATOACA

MEETING DATE: March 28, 2007

ROADS FOR CONSIDERATION:

CHURCH POINT RD
LAMBERTS CREEK LN
WILLOW HILL CT
WILLOW HILL DR
WILLOW HILL LN

Vicinity Map: WILLOW CREEK, SEC 1



Produced By Chesterfield County GIS

000096



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 28, 2007

Item Number: 8.6.4.a.

Subject:

Resolution Recognizing Mr. Barry S. Cross, Information Systems Technology Department, Upon His Retirement

County Administrator's Comments:

County Administrator: _____ 

Board Action Requested:

Staff requests the Board adopt the attached resolution.

Summary of Information:

Staff requests the Board adopt the attached resolution recognizing Mr. Barry S. Cross for 16 years of dedicated service to the Chesterfield County Information Systems Technology Department.

Preparer: Barry Condrey

Title: Chief Information Officer, IST

Attachments:



Yes



No

#

000097

RECOGNIZING MR. BARRY S. CROSS UPON HIS RETIREMENT

WHEREAS, Mr. Barry S. Cross will retire from the Chesterfield County Information Systems Technology Department on June 1, 2007 after providing 16 years of quality service to the citizens of Chesterfield County; and

WHEREAS, Mr. Cross has faithfully served the county in the capacity of application services manager, assistant director and acting director for the Information Systems Technology Department; and

WHEREAS, Mr. Cross has provided leadership for local, regional and state technology initiatives and policy development; and

WHEREAS, Mr. Cross served as the IST coordinator for the Technology Improvement Plan process, provided exceptional leadership on the Automation and Communications Team, Standards Review Board, IST Quality Council, Climate Assessment Team and Improve Internal Processes Goal Team; and

WHEREAS, Mr. Cross' inherent desire to achieve a technically proficient and professional workforce within Chesterfield County through his re-thinking and re-design of business processes helped to achieve dramatic improvements in our organizational performance; and

WHEREAS, Mr. Cross has demonstrated outstanding leadership and a high standard of professionalism throughout his tenure with Chesterfield County, and relating to people in such a way as to inspire them to give their best effort - for themselves, their organization, their community and their family, and his actions are a reflection of the courage and unselfishness that we have come to recognize in him; and

WHEREAS, Mr. Cross' consistent motivation to his team, encouraging them to attain excellence and quality in their performance has promoted a departmental culture that empowers employees to express new ideas and opinions. He is an exceptional and compassionate manager of people; and

WHEREAS, Mr. Cross' humble character, selfless dedication to Chesterfield County and commitment to the county's quality system are a model for all county employees; and

WHEREAS, Chesterfield County and the Board of Supervisors will miss Mr. Cross' diligent service and unquestioned integrity.

NOW, THEREFORE, BE IT RESOLVED that the Chesterfield County Board of Supervisors recognizes Mr. Barry Cross and extends on behalf of its members and the citizens of Chesterfield County, appreciation for his service to the county, congratulations upon his retirement, and best wishes for a long and happy retirement.

000098



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 28, 2007

Item Number: 8.0.4.b.

Subject:

Resolution Recognizing the 125th Anniversary of Virginia State University

County Administrator's Comments:

County Administrator: _____

A handwritten signature, likely of the County Administrator, is written over the line.

Board Action Requested:

Ms. Humphrey requests that the Board of Supervisors adopt this resolution recognizing the 125th anniversary of Virginia State University.

Summary of Information:

This resolution will recognize the 125th anniversary of Virginia State University.

Preparer: Donald J. Kappel

Title: Director, Public Affairs

Attachments:



Yes



No

#

000099

RECOGNIZING THE 125TH ANNIVERSARY
OF VIRGINIA STATE UNIVERSITY

WHEREAS, Chesterfield County is committed to education as a primary means of improving the lives of all our citizens, particularly our young people; and

WHEREAS, Chesterfield County is uniquely fortunate to have historic Virginia State University located within its borders; and

WHEREAS, Founded in March 1882 as the Virginia Normal and Collegiate Institute, Virginia State University was the first fully state-supported institution of higher learning for African American students; and

WHEREAS, As one of Virginia's two land-grant institutions, Virginia State University has a 416-acre agricultural research facility in addition to its many classroom buildings, dormitories and other facilities; and

WHEREAS, Today, while remaining committed to its role as a historically black university, Virginia State University has nearly 5,000 students of all ethnic backgrounds, and offers 47 baccalaureate and master's programs and a doctoral program in Education; and

WHEREAS, Virginia State University students can major in such diverse disciplines as computer engineering, mass communications, manufacturing engineering, criminal justice and more; and

WHEREAS, The School of Graduate Studies, Research and Outreach allows non-traditional students in the surrounding counties the opportunity to work toward a formal degree or to attend solely for professional growth and self-fulfillment; and

WHEREAS, Continuous improvement, a core value of Chesterfield County government, is also a guiding principle for Virginia State University, which has held fast to its early mission while adding significantly to its academic programs over the years; and

WHEREAS, Virginia State University has, for many years, partnered with Chesterfield County to host the region's largest Black History Month celebration, inviting thousands of visitors to Daniel Gymnasium for the annual Kick-off Concert that has featured top performers including Gladys Knight, James Brown, The Commodores, The Temptations, The Four Tops, Ashford and Simpson and many others.

WHEREAS, Chesterfield County is immensely proud of Virginia State University and of the strong bonds of friendship, mutual respect and support that the university and the local government have had through the years.

NOW, THEREFORE, BE IT RESOLVED, that the Chesterfield Board of Supervisors, this 28th day of March 2007, congratulates Virginia State University on the occasion of its 125th anniversary, commends the past and present faculty and administration on the many exemplary accomplishments of the university, and extends best wishes to VSU and its students, faculty and staff for continued success.

000100



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 2

Meeting Date: March 28, 2007

Item Number: 8.6.4.c.

Subject:

Resolution Supporting the Design of the Qualla Road at Belcherwood Road Safety Project

County Administrator's Comments:

Recommend Approval

County Administrator:

[Signature]

Board Action Requested: The Board is requested to adopt the attached resolution supporting the proposed design for the Qualla Road at Belcherwood Road Safety project.

Summary of Information: The county, working under contract for the Virginia Department of Transportation (VDOT), has prepared a design for the reconstruction of the curve on Qualla Road at Belcherwood Road. This section of Qualla Road has a high accident rate. When the high accident location was first identified, there had been sixteen accidents, resulting in fifteen injuries, from 1997 through 1999. In the past three years (2004-2006), there have been eighteen accidents, resulting in nine injuries.

The county conducted a location and design public hearing for the project on June 15, 2006. Approximately 140 people called about the project in response to signs posted prior to the hearing. Only one caller expressed opposition to the project. Six people attended the hearing. Three written comments were received during the comment period for the hearing. One respondent supported the project design; two did not support the project design. A summary of the comments received at the public hearing is available if desired by the Board.

(Continued on next page)

Preparer: R.J.McCracken
agen640

Title: Director of Transportation

Attachments:



Yes



No

#

000101

**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 2 of 2

Summary of Information: continued

The landowners of the property most impacted by the proposed realignment would like the reconstruction of Qualla Road to be shifted onto the Pocahontas State Park and Forest property to minimize the impact to their property. This shift would provide a better alignment from an engineering perspective. The shift was explored with VDOT, Federal Highway Administration and the Virginia Department of Conservation and Recreation (VDCR). Section 6(f) of the Land and Water Conservation Fund requires an alternatives analysis for any proposed impacts to park land. The analysis concluded the design shown at the public hearing is a feasible alternative that does not take park property. Therefore, the National Park Service would not support a shifted alignment that impacts the park. As a result, VDOT has recommended that the alignment shown at the public hearing be approved for construction.

A summary of the major design aspects of the Qualla Road at Belcherwood Road Safety Project follows:

- Qualla Road will be constructed as a two-lane road with wider shoulders; and the horizontal alignment will be improved.
- The project will affect five residential parcels. No families will be relocated as a result of the project.
- Qualla Road is projected to carry over 12,000 vehicles per day by 2013.
- The estimated cost of the project is \$526,000.

The design of the project is expected to be approved by VDOT in April pending Board of Supervisor endorsement. Right-of-way acquisition will begin shortly thereafter with construction beginning in the spring of 2008. The project is included in the county's approved Secondary Road Six Year Plan.

Recommendation: Staff recommends the Board adopt the attached resolution supporting the design of the Qualla Road at Belcherwood Road Safety Project as presented at the public hearing with no impacts to Pocahontas State Park.

District: Matoaca

000102

WHEREAS, Qualla Road at Belcherwood Road is expected to carry over 12,000 vehicles per day by 2013; and

WHEREAS, numerous accidents are occurring along this section of Qualla Road; and

WHEREAS, Qualla Road should be improved to help reduce the number of accidents; and

WHEREAS, the Qualla Road at Belcherwood Road Safety Project is included in Chesterfield County's Secondary Road Six Year Improvement Plan; and

WHEREAS, a public hearing was held on the design of the Qualla Road at Belcherwood Road Safety Project;

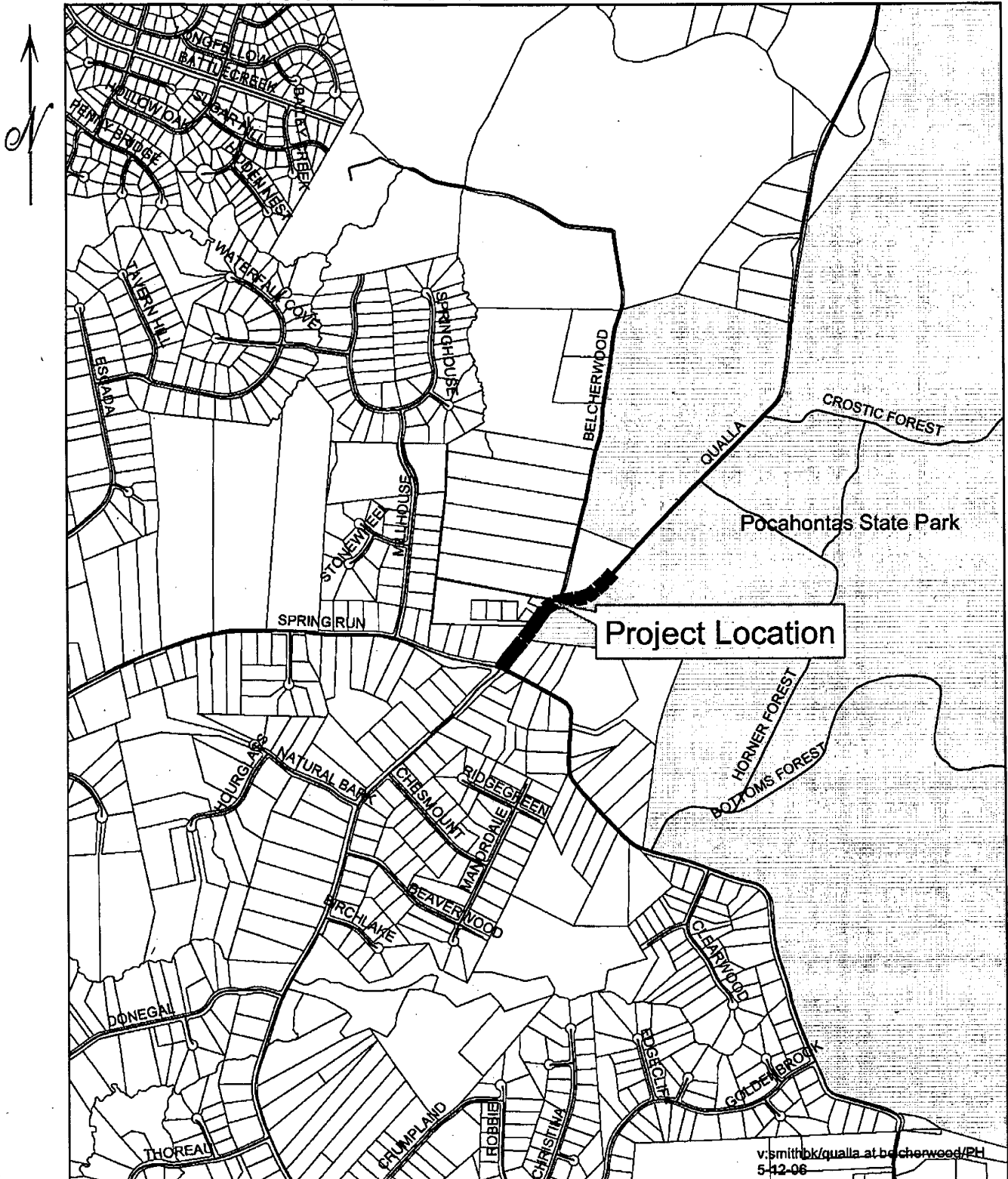
WHEREAS, citizen recommendations to shift the proposed improvements on to Pocahontas State Park property were discussed with the Virginia Department of Transportation (VDOT), Federal Highway Administration, and Department of Conservation and Recreation; and

WHEREAS, an alternatives analysis of the shifted alignment concluded it is feasible to avoid impacts to Pocahontas State Park if the public hearing design for the project is followed.

NOW, THEREFORE, BE IT RESOLVED that the Chesterfield County Board of Supervisors supports the Qualla Road at Belcherwood Road Safety Project design as presented at the public hearing.

AND BE IT FURTHER RESOLVED that the Board requests VDOT to proceed with the right-of-way acquisition and construction of the project as quickly as possible.

Qualla Road at Belcherwood Road
Safety Improvement Project
0653-020-S29 UPC # 58641



000104



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 28, 2007

Item Number: 8.B.4.d.

Subject:

Resolution Recognizing April 2007, as "Child Abuse Prevention Month" in Chesterfield County

County Administrator's Comments:

County Administrator: _____

A handwritten signature, likely "JBR", is written over the line for the County Administrator.

Board Action Requested:

Mr. Miller requests that the Board of Supervisors adopt this resolution recognizing April 2007, as "Child Abuse Prevention Month" in Chesterfield County.

Summary of Information:

This resolution will recognize April 2007, as "Child Abuse Prevention Month" in Chesterfield County and calls upon citizens to participate in appropriate programs and activities that help protect children in the local community from abuse and neglect.

Preparer: Lisa Elko

Title: Clerk to the Board

Attachments:



Yes



No

#000105

RECOGNIZING APRIL 2007, AS "CHILD ABUSE PREVENTION MONTH"

WHEREAS, 45,078 children were reported as being abused or neglected in the Commonwealth of Virginia during fiscal year 2006; and

WHEREAS, 93 children in our community were documented as having been abused or neglected; and

WHEREAS, child abuse and neglect is a serious community problem requiring community solutions; and

WHEREAS, effective child abuse prevention programs rely on partnerships involving social service and law enforcement agencies, schools, religious and civic organizations, medical facilities, and businesses; and

WHEREAS, there are many dedicated individuals throughout Chesterfield County who work daily to break the cycle of child abuse and neglect and to find families the assistance they need; and

WHEREAS, all citizens should become more aware of the negative effects of child abuse and neglect, including verbal abuse, and the importance of raising children in a safe and nurturing environment.

NOW, THEREFORE, BE IT RESOLVED that the Chesterfield County Board of Supervisors hereby recognizes April 2007, as "Child Abuse Prevention Month" and calls upon Chesterfield citizens to participate in appropriate programs and activities that help protect children in the local community from abuse and neglect.



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 28, 2007

Item Number: 8.B.5.

Subject:

Authorization for NTELOS to Enter onto County Properties to Evaluate Sites for Possible Tower Locations

County Administrator's Comments:

Recommend Approval

County Administrator: _____

JHR

Board Action Requested:

Authorize the County Administrator to execute license agreements with NTELOS, in a form acceptable to the County Attorney, to evaluate sites for possible tower locations.

Summary of Information:

NETLOS has requested that the County execute a license agreement to allow access to county properties to evaluate sites for possible tower locations. Currently they have requested access to Robious Elementary School/Athletic Complex and Robious Water Tank. Access to future county properties will be coordinated with the appropriate county department or school prior to entry.

Approval is recommended.

Preparer: John W. Harmon

Title: Right of Way Manager

Attachments:

☐

Yes

☒

No

000107



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 28, 2007

Item Number: 8.6.6.

Subject:

Approval of Sewer Contract for Westerleigh Offsite Sanitary Sewer, Contract Number 05-0195

County Administrator's Comments:

Recommend Approval

County Administrator: _____

JBR

Board Action Requested: Staff recommends that the Board of Supervisors approve this contract and authorize the County Administrator to execute any necessary documents.

Summary of Information:

This project includes an extension of 2,188 L.F.± of 8"-10" wastewater lines which includes 2,024 L.F.± that is subject to offsite refunds. In accordance with the ordinance, the Developer is entitled to refunds through connection fees for the construction cost of the offsite improvements.

Developer: Westerleigh, LLC

Contractor: G. L. Howard, Inc.

Contract Amount:

Estimated County Cost for Offsite \$49,879.50

Estimated Developer Cost \$109,924.50

Estimated Total \$159,804.00

Code: (Refunds thru Connections - Offsite)

5N-572VO-E4D

District: Matoaca

Preparer: J.E. Beck, Jr.

Title: Assistant Director of Utilities

Attachments:



Yes



No

#

000108



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 2 of 2

Meeting Date: March 28, 2007

Budget and Management Comments:

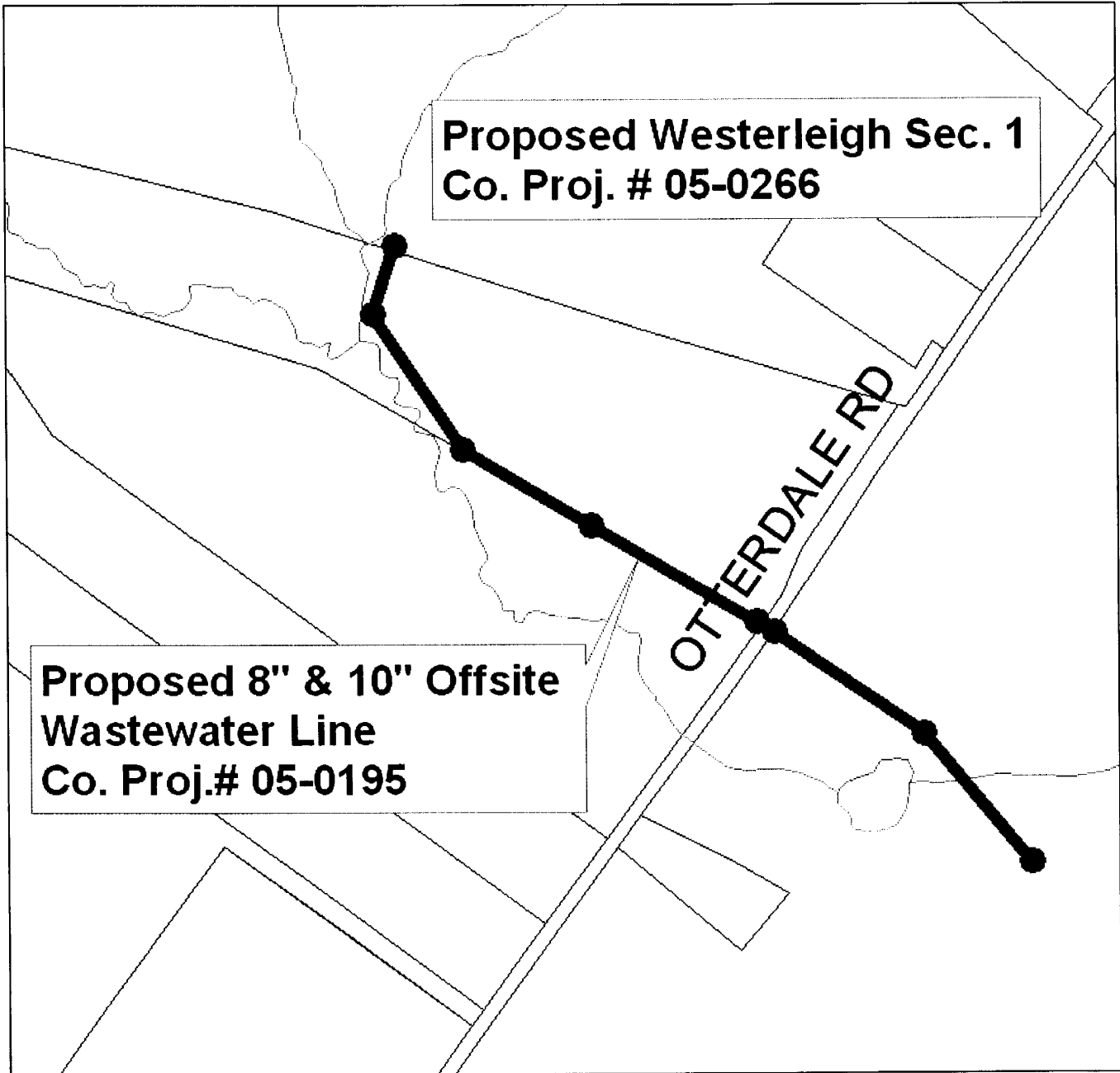
Sufficient funds have been appropriated in the Utilities Department's wastewater operating budget to cover the total estimated cost of \$49,879.50 to refund the developer for the offsite improvements.

Preparer: Allan M. Carmody

Title: Director, Budget and Management

000109

VICINITY SKETCH
Westerleigh Offsite Sanitary Sewer
County Project # 05-0195



Chesterfield County Department of Utilities



000110



1 inch equals 301.19 feet



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 28, 2007

Item Number: 8.6.7.

Subject:

Approval of License Agreement with Miracle League of Richmond Virginia, Incorporated for the Construction of a "Miracle League Field" at the L. C. Bird Athletic Complex

County Administrator's Comments:

Recommend Approval

County Administrator: _____

JKK

Board Action Requested:

Authorize the County Administrator to enter into a license agreement with Miracle League of Richmond, Virginia, Inc. for construction of a "Miracle League Field" at the L. C. Bird Athletic Complex, subject to the approval by the County Attorney.

Summary of Information:

Parks and Recreation has been working with Miracle League to provide a "Miracle League Field" at the L. C. Bird Athletic Complex. Miracle League provides recreational opportunities for individuals with special needs through a program known as "Miracle League of Richmond, Virginia". They will construct a custom designed, synthetic turf baseball sports facility that will accommodate wheelchairs and other walking devices and helps prevent injuries.

The Miracle League has raised over \$160,000 in donations to date for this project. They plan to start construction this summer with fall/spring league play to follow. With Board approval of this item, the Miracle League hopes to announce their planned construction efforts at the April 21, 2007 Opening Day Ceremonies of the Chesterfield Youth Softball Association.

Approval is recommended.

District: Dale

Preparer: John W. Harmon

Title: Right of Way Manager

Attachments:

☐

Yes

☒

No

#

000111



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 28, 2007

Item Number: 8.6.8.

Subject:

Designation of Right of Way for Matoaca Park Phase II

County Administrator's Comments:

Recommend Approval

County Administrator: _____

LBH

Board Action Requested:

Designate right of way for Matoaca Park Phase II and authorize the County Administrator to execute the Declaration.

Summary of Information:

In order to qualify for state maintenance for the access road at Matoaca Park, it is necessary for 2.146 acres of county property to be designated as public right of way.

Approval is recommended.

District: Matoaca

Preparer: John W. Harmon

Title: Right of Way Manager

Attachments:



Yes

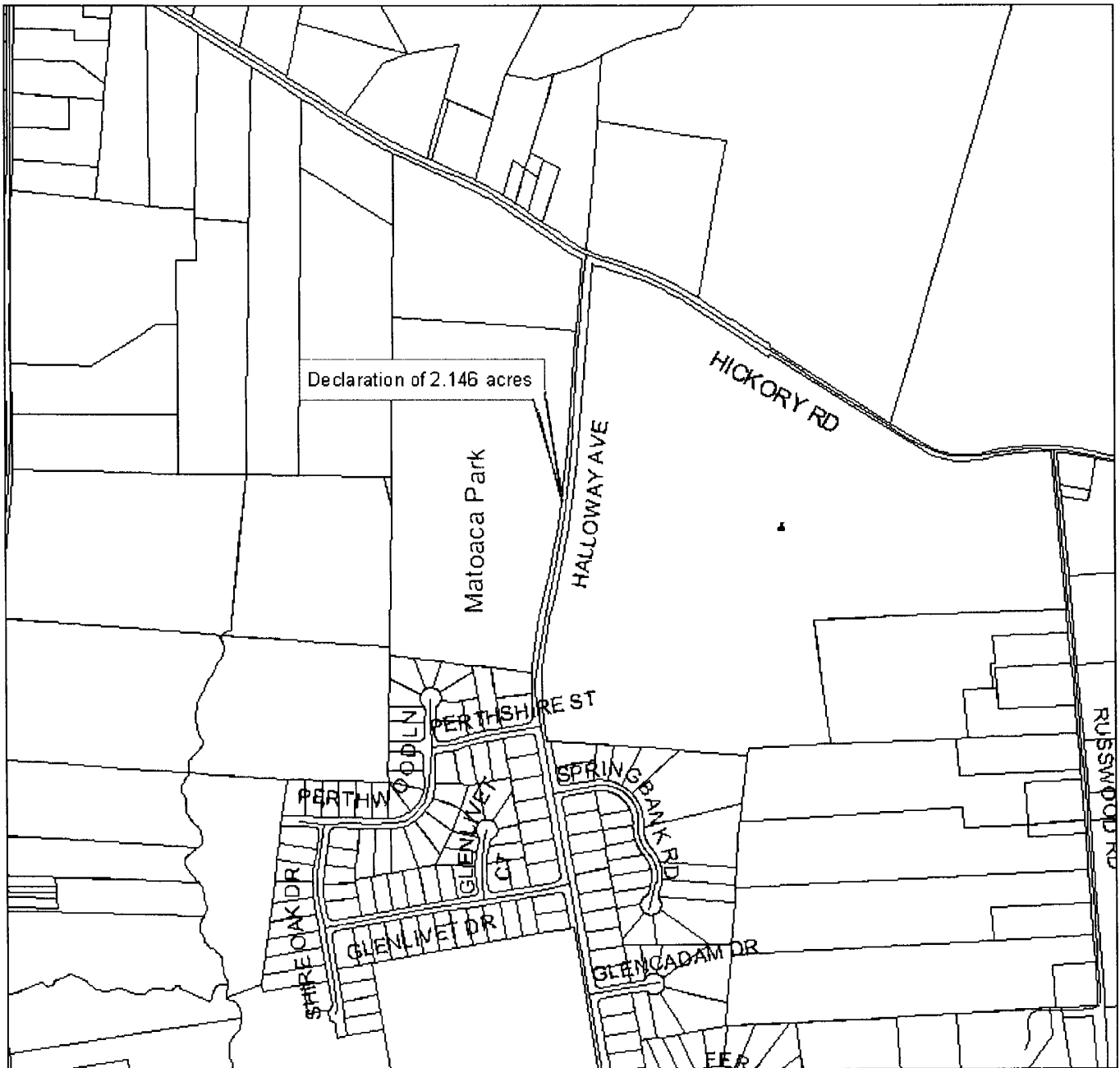


No

000112

VICINITY SKETCH

DESIGNATION OF RIGHT OF WAY FOR MATOACA PARK PHASE II



Chesterfield County Department of Utilities



1 inch equals 666.67 feet

000113

NAD 83

NOTES:

1. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER THEREFORE ALL EXISTING EASEMENTS MAY NOT BE SHOWN
- DENOTES ROD SET UNLESS OTHERWISE NOTED

COUNTY OF CHESTERFIELD, VIRGINIA
D.B. 1132 PG. 35
TAX PARCEL ID. NO. 780617782000030
19900 HALLOWAY AVENUE

PRINCESS C.
MOORE-FOTIAS
D.B. 7276 PG. 510
LOT 1 BLOCK E
SECTION 1
OAK FOREST
ESTATES
P.B. 27 PG. 75
TAX PARCEL ID. NO.
780616963400000
20008 HOLLOWAY
AVENUE

CHARLES EDWARD HALL
AND ET ALS
TRUSTEES OF
LEITCH BAPTIST CHURCH
D.B. 1133 PG. 210
TAX PARCEL ID. NO.
780618903900000
9600 HALLOWAY AVENUE

2.146 ACRES (TOTAL)

R=3208.89'
L=390.17'
Δ=6°58'00"
T=195.33'
CHB=N07°50'34"E
CHD=389.93'

R=1700.00'
L=127.52'
Δ=477.52"
T=63.79'
CH=50970.38"W
CD=127.49'

N0750°34'E
 369.93'
 R=3243.89'
 L=394.43'
 Δ=6°58'00"
 T=197.46'
 CH8=S0750°34'W
 CHD=394.18'

HALLOWAY AVENUE
STATE ROUTE 722
(30' PRESCRIPTIVE R/W)

(THE) 360' ± TO THE SOUTH
LINE OF HICKORY ROAD
(STATE ROUTE 628)

COUNTY PROJECT # 05-0037
COUNTY SITE # 06PRO304

GRAPHIC SCALE



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S85°34'36"E	35.00'
L2	N83°01'49"W	35.00'
L3	N40°43'24"W	42.75'
L4	S04°17'13"W	5.00'
L5	N49°17'49"E	50.08'
L6	N48°41'34"E	65.90'

PLAT SHOWING 2.146 ACRES
LYING WEST OF THE CENTERLINE
OF HALLOWAY AVENUE
(STATE ROUTE 722)

MATONCA DISTRICT	Cheslerfield County, Va
DATE: FEB 19, 2007	SCALE: 1" = 100'
SHEET 1 OF 1	J.N.: 22082
DRAWN BY: R.L.W.	CHECK BY: M.S.F.

REVISID PER COUNTY COMMENTS 3/5/07



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 2

Meeting Date: March 28, 2007

Item Number: 8.B.9.

Subject:

Authorize the County Administrator or His Designee to Execute a Police Mutual Aid Joint Aviation Agreement Between Chesterfield County, Henrico County and the City of Richmond

County Administrator's Comments:

Recommend Approval

County Administrator: _____

JSR

Board Action Requested:

Staff recommends that the County Administrator or his designee be authorized to execute a Police Mutual Aid Joint Aviation Agreement on behalf of the County.

Summary of Information:

Chesterfield County, Henrico County and the City of Richmond originally executed an agreement effective January 4, 1988 which created a joint Public Safety Aviation Unit. This agreement permitted all three jurisdictions to utilize two aircraft owned by Henrico for police surveillance purposes. On April 27, 1988, the Board approved an amendment to the agreement which added a third aircraft, jointly owned by all three jurisdictions, to the Aviation Unit. In November, 2000, Henrico County retired one of its two aircraft. It was replaced with an aircraft purchased by all three jurisdictions. Thus the Joint Public Safety Aviation Unit currently consists of two planes jointly owned by all three jurisdictions, and a third plane owned solely by Henrico County.

Preparer: Colonel Carl R. Baker

Title: Chief of Police
0425:72346.1

Attachments:



Yes



No

#000115

**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 2 of 2

The Joint Aviation Unit created by this agreement is staffed by police officers from all three localities. Salaries of the officers are paid by each locality. The operating and maintenance costs of the aircraft are divided equally between the localities. However, the maximum contribution of Chesterfield and Richmond is capped at \$125,000 annually.

If the Board of Supervisors desires that the agreement continue in effect for the 2006-2007 fiscal year, it is necessary that the Board authorize the County Administrator or his designee to execute on behalf of the County the mutual aid agreement in a form acceptable to the County Attorney.

0425:72346.1

000116

POLICE MUTUAL AID JOINT AVIATION AGREEMENT

This Agreement made this 1st day of July, 2007, between the County of Henrico, a political subdivision of the Commonwealth of Virginia ("Henrico"), the County of Chesterfield, a political subdivision of the Commonwealth of Virginia ("Chesterfield"), and the City of Richmond, ("Richmond").

WHEREAS, The Henrico Division of Police owns and operates one fixed wing aircraft, a Cessna Skyhawk 172 #N2322E, which provides patrol, criminal investigation, special operations, extradition, and vice and narcotics investigation services to the Division; and

WHEREAS, The Henrico Division of Police, the Richmond Police Department, and the Chesterfield Police Department jointly own and operate three fixed wing aircraft, a Cessna 182-RG Skylane #N737GD, a Cessna Skyhawk 172 #N321ME, and a Cessna 182T Skylane # N60430 which provide patrol, criminal investigation, special operations, extradition, and vice and narcotic investigation services to all three jurisdictions; and

WHEREAS, Chesterfield and Richmond require the occasional assistance of the Henrico Police personnel and aircraft; and

WHEREAS, §§ 15.2-1724 et seq. of the Code of Virginia, as amended, authorize the governing bodies of political subdivisions to enter into Police Mutual Aid Agreements for cooperation in the furnishing of police services; and

WHEREAS, the chief law enforcement officials of the Henrico Division of Police, the Chesterfield Police Department, and the Richmond Police Department agree that it would be beneficial to create a joint aviation unit, the purpose of which would be to support certain aerial law enforcement activities of both counties and the city; and

WHEREAS, by this Agreement, Henrico, Chesterfield, and Richmond are establishing the terms and conditions under which joint aviation services will be provided by the parties of this Agreement. NOW THEREFORE,

WITNESSETH:

For and in consideration of the monetary payments described herein together with the mutual benefits to be derived by Henrico, Chesterfield, and Richmond from this Police Mutual Aid Joint Aviation Agreement, Henrico, Chesterfield, and Richmond hereby covenant and agree as follows:

1. Upon execution of this Agreement, a joint aviation unit will be created by Henrico, Chesterfield, and Richmond. The unit will consist of police officers from each jurisdiction and a supervisor from Henrico, and will be governed by an advisory group. The advisory group will consist of one commander or his/her designee from Henrico, one commander or his/her designee from Chesterfield, and one commander or his/her designee from Richmond. The purpose of the advisory group is to ensure that the objectives of this Joint Agreement and of the Joint Aviation unit are met.

2. A) Chesterfield will designate three full-time police officer pilots for joint aviation unit assignment. All salaries, overtime, pensions, relief, disability, workers' compensation, and other benefits enjoyed by the Chesterfield officers shall extend to the services they perform under this Agreement. Each Chesterfield officer shall be paid his or her salary and benefits by Chesterfield, irrespective of when, where, or for what purpose the officer provides services pursuant to this Agreement.
- B) Richmond will designate three full-time police officer pilots for joint aviation unit assignment. All salaries, overtime, pensions, relief, disability, workers' compensation, and other benefits enjoyed by the Richmond officers shall extend to the services they perform under this Agreement. Each Richmond officer shall be paid his or her salary and benefits by Richmond, irrespective of when, where, or for what purpose the officer provides services pursuant to this Agreement.
- C) Henrico will designate three full-time police officer pilots and a supervisor for joint aviation unit assignment. This Henrico supervisor shall be the unit supervisor as referred to in this Agreement. All salaries, overtime, pensions, relief, disability, workers' compensation, and other benefits enjoyed by the Henrico officers shall extend to the services they perform under this Agreement. Each Henrico officer shall be paid his or her salary and benefits by Henrico, irrespective of when, where, or for what purpose the officer provides services pursuant to this Agreement.

3. A) The primary purpose of this Agreement is to provide Henrico, Chesterfield, and Richmond with the joint benefits of a police aerial unit, while providing for the sharing of the associated costs of the unit and equipment.
- B) The specific uses to which the joint aviation unit and aircraft may be put are:
- (1) Routine patrol of all geographical areas within Henrico, Chesterfield, and Richmond for the detection of actions or events requiring police service.
 - (2) Response to calls for service of a type that may benefit from the presence of an aerial observation platform. These include, but are not limited to:
 - (a) suspected or known criminal activities;
 - (b) lost persons, boaters in distress, and other similar instances;
 - (c) events wherein aerial support will restore normal traffic flow; and
 - (d) accidents, fires, disasters, etc.
 - (3) Assistance in surveillances and/or the following of criminal suspects.
 - (4) Securing aerial photographs to be used for project planning, evidence, court preparation, training, and/or other similar uses.

- (5) Training, orientation, and maintenance flights.
 - (6) Transportation of prisoners from or to other jurisdictions when it is determined by the unit supervisor or the advisory group to be economically feasible and legally permissible.
 - (7) Transportation of members of the Henrico County Division of Police, the Chesterfield Police Department, and the Richmond Police Department, or other person(s) from any jurisdiction to any other location for the purpose of conducting County or City business provided, however, that use of the aviation unit aircraft is approved by the Deputy Chief of Police of the jurisdiction making the request.
 - (8) Any other purpose(s) related to County or City business as determined to be proper by the unit supervisor or the advisory group.
4. The joint aviation unit shall not be used for tasks for which insurance coverage is not provided or for which coverage is excluded in the insurance policy referred to in #14 of this Agreement.
5. Officers assigned to the joint aviation unit shall be under the direct supervision and control of the unit supervisor and shall adhere to all joint aviation unit policies and procedures specifically governing unit operations. Failure to adhere to these policies and/or procedures may be grounds for dismissal from the unit. Conflicts concerning either the

content or applicability of aviation unit policies and procedures will be resolved by the advisory group. In the event the advisory group cannot reach a unanimous resolution, the matter will be referred through the chain of command of the affected agency(s) for review and final resolution. In all other respects, officers assigned to the unit shall adhere to the policies and procedures established by their respective jurisdictions.

6. Conduct which requires disciplinary action against a joint aviation unit member shall be reported through joint aviation unit channels and the advisory group to the appropriate official of the Henrico Division of Police, the Chesterfield Police Department, or the Richmond Police Department.
7. The joint aviation unit will provide Federal Aviation Administration (F.A.A.) certified instruction at no charge to the police officers assigned. The assigned officers must complete, to the satisfaction of a F.A.A. certified flight instructor and the unit supervisor, all phases of required flight training.
8. During the term of this Agreement, each jurisdiction shall, at their own expense, provide a compatible radio communications system for each aircraft assigned to the unit.
9. Upon receipt of an invoice, Chesterfield and Richmond shall each promptly pay to Henrico one third of the joint aviation unit operating expenses beginning on the date of this Agreement and ending on June 30, 2007. The aggregate amount of Chesterfield's payment during this time

period shall not exceed \$135,000.00. The aggregate amount of Richmond's payment during such time period shall not exceed \$135,000.00. Irrespective of the percentage use of the aircraft by each jurisdiction, the operating expenses to be paid by Henrico, Chesterfield, and Richmond shall be determined by summing the cost of each of the following items and dividing the resultant total cost by three:

- A. Aircraft and related equipment maintenance and repair;
- B. Fuel;
- C. Oil;
- D. Charts, maps, and training materials;
- E. Insurance;
- F. Hangar rent based on most current lease;
- G. Utilities;
- H. Engine, propeller, & avionics replacement costs; and
- I. Federal Aviation Administration (F.A.A.) and Commonwealth of Virginia pilot certification fees.

In the event of a partial termination as provided in paragraph #17, and notwithstanding the above, the remaining jurisdictions shall share equally the joint aviation unit operating expenses.

10. The services performed and expenditures made under this Agreement shall be deemed for public and governmental purposes. All members of the joint aviation unit shall have the same powers, rights, benefits, privileges, and immunities in each jurisdiction.

11. The parties hereto, to the extent practicable, will share equally in the use of the joint aviation unit; provided, however, that all non-regular patrol use of the aircraft will be permitted through specific request(s) to the unit supervisor for use on an as-needed and as-available basis.

Henrico shall retain title to and ownership of one of the aircraft used by the joint aviation unit, the Cessna 172 Skyhawk #N2322E, Henrico, Chesterfield, and Richmond shall jointly own the other three aircraft, the Cessna 182 RG Skylane #N737GD, the Cessna 172 Skyhawk #N321ME and the Cessna 182T Skylane #N60430.

If this Agreement should be terminated as provided in paragraph #17, ownership of aircraft #N737GD, #N321ME and #N60430 shall rest absolutely in the parties not terminating this Agreement. If, and when, there is no longer a Police Mutual Aid Joint Aviation Agreement in force between the parties or any combination of the parties, aircraft #N737GD, #N321ME and #N60430 shall: (1) be sold to a third party and the proceeds of the sale shall be disbursed in equal amounts to each party, or (2) be sold to one of the parties at the fair market value of the aircraft on the date when there is no longer a Police Mutual Aid Joint Aviation Agreement in place between the parties or any combination of the parties. If the aircraft is sold to one of the parties, the purchasing party shall pay each of the other parties one-third (1/3) of the fair market value. In any

event, if aircraft #N737GD, #N321ME and #N60430 are ever sold, each of the parties shall receive one-third (1/3) of the net proceeds of the sale.

12. There shall be no liability to any of the parties to this Agreement, or reimbursement from any of the other parties, for injuries to police personnel or damage to police equipment caused by or arising out of acts taken pursuant to this Agreement. The parties shall have no liability to either of the others for injuries to equipment or personnel incurred when members of the unit are going to, operating in, or returning from another jurisdiction. There shall further be no liability to any of the parties for any other cost associated with or arising out of the rendering of assistance pursuant to this Agreement and the operation of the joint aviation unit.
13. No party to this Agreement shall be liable to any other party hereto for any loss, damage, personal injury, or death to police personnel or other persons or equipment resulting from the performance of this Agreement, whether such loss, damage, personal injury, or death occurs within or without the jurisdictional boundaries of Henrico, Chesterfield, or Richmond.
14. Henrico, Chesterfield, and Richmond each understand that an aircraft liability and property damage insurance policy, a copy of which is attached hereto as Exhibit A, concerning joint aviation unit aircraft, is presently in effect. The parties agree that none of the aircraft shall be used for any purpose not authorized by or insured under Exhibit A or for any purpose excluded by such insurance policy. The parties further agree that,

in the event of cancellation of the above-described insurance policy, this Agreement shall terminate upon the effective date of such cancellation.

15. All persons serving under this Agreement, including members of the joint aviation unit, shall not become involved with police or law enforcement matters outside of their respective jurisdictions other than those matters clearly pertaining to joint aviation unit operations and permitted by this Agreement.
16. This Agreement shall remain in effect through and including June 30, 2008.
17. This Agreement may be terminated at any time by either the Henrico County Chief of Police, the Chesterfield County Chief of Police, or the Chief of the Richmond Police Department. Termination shall be effective sixty (60) days after delivery of a written notice by the Chief of Police of the terminating jurisdiction to each of the Chiefs of the remaining jurisdictions.

If such action is taken by the Chief of the Henrico County Division of Police, there shall be a complete termination of this Agreement. If such action is taken by one of the other Chiefs, there shall be only a partial termination of the Agreement and the remaining two jurisdictions shall continue to constitute the unit.

In the event of a complete termination engendered by the withdrawal of Henrico from the unit, Richmond and Chesterfield, within forty-five (45) days of the delivery of the notice of termination, may enter into a Police Mutual Aid Joint Aviation Agreement between these two jurisdictions (and only these two jurisdictions) to commence upon the termination of this Agreement. Under such a circumstance, ownership of aircraft #N737GD, #N321ME and #N60430 shall rest absolutely in Richmond and Chesterfield while their Police Mutual Aid Joint Aviation Agreement remains in place.

In the event of a partial termination engendered by the withdrawal of Richmond or Chesterfield, this Agreement shall remain in force for the remainder of its term. Further, the remaining parties to the Agreement may renegotiate and enter into subsequent Police Mutual Aid Joint Aviation Agreements and ownership of aircraft #N737GD, #N321ME and #N60430 shall rest absolutely in these jurisdictions while any Police Mutual Aid Joint Aviation Agreement between these parties remains in force.

In the event of a partial or complete termination of this Agreement, the parties agree that, in any subsequent Police Mutual Aid Joint Aviation Agreement, they will include the provisions of paragraph 11 of this

agreement concerning disposition of the aircraft #N737GD, #N321ME and #N60430.

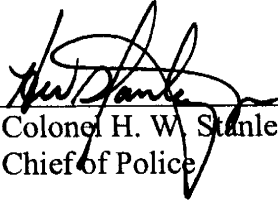
In the event of a partial or complete termination, the prorated share of all expenses accrued through the effective date of such termination, upon receipt of an invoice, shall be paid promptly to Henrico.

18. The parties to this Agreement recognize that they are each fully capable of independently providing police aviation services to adequately serve their respective jurisdictions and political subdivisions. The governing bodies of the parties to this Agreement each agree that this Agreement shall neither be used against each of the counties in any future annexation proceedings nor shall any cooperative undertaking arising out of this Agreement be used against each of the counties in any future annexation proceedings. This cooperative Agreement is entered into to benefit the citizens of Henrico, Chesterfield, and Richmond and no adverse inference is to be drawn from the joint activities undertaken, and shall be without prejudice to either of the counties.
19. Henrico County, as the fiscal agent, will establish and maintain a separate account (the "reserve account") and accounting for all funds reimbursed from the state for completed extradition. Funds will be used to support expenditures of the joint aviation unit deemed necessary under the following provisions:

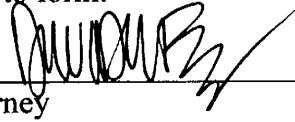
- A. Requests to use these funds will be made by the Unit Supervisor.
- B. All the member jurisdictions must approve expenditures from the reserve account.
- C. Henrico County, as the fiscal agent, will provide an annual report to the member jurisdictions detailing year to date reimbursement and expenditures from the reserve account.
- D. If one of the parties to this agreement withdraws from the agreement, their monies in the reserve account will stay in the reserve account to be used for the needs of the joint aviation unit. Approval to spend this money will rest with the remaining parties. If there is no longer a joint aviation agreement, the funds in the reserve account will be divided equally among the original three parties.

IN WITNESS WHEREOF, the County of Henrico, Virginia through the Chief of Police; the County of Chesterfield, Virginia through the County Administrator; and the City of Richmond through the Chief of Police have executed this Police Mutual Aid Joint Aviation Agreement pursuant to the signatory authority granted by their respective governing bodies.

COUNTY OF HENRICO, VIRGINIA

By 
Colonel H. W. Stanley, Jr.
Chief of Police

Approved as to form:


County Attorney

COUNTY OF CHESTERFIELD, VIRGINIA

By _____
Lane B. Ramsey
County Administrator

Approved as to form:

County Attorney

CITY OF RICHMOND, VIRGINIA

By _____
Colonel Rodney Monroe
Chief of Police

By _____
William E. Harrell
Chief Administrative Officer

Approved as to form:

Assistant City Attorney



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 28, 2007

Item Number: 8.B.10.

Subject:

Transfer \$2,766 from the Matoaca District Improvement Fund to the School Board to Fund the Foster Grandparents Program at Ettrick Elementary School

County Administrator's Comments:

County Administrator: _____

A handwritten signature, likely "JBR", is written over the line for the County Administrator.

Board Action Requested:

Transfer \$2,766 from the Matoaca District Improvement Fund to the School Board to fund the Foster Grandparents Program at Ettrick Elementary School.

Summary of Information:

Supervisor Humphrey has requested that the Board transfer \$2,766 from the Matoaca District Improvement Fund to the School Board to fund the Foster Grandparents Program at Ettrick Elementary School. Under this School Board program, volunteer senior citizens will work with 25 kindergarten and first grade students who are experiencing reading difficulty. This early intervention has been proven to prevent future reading problems for such students later in their education. This request was originally made by the Foster Grandparents Program. The Board is not authorized to give public funds to organizations like the Foster Grandparent Program. The County can legally transfer public funds to the School Board to pay operating expenses of an education program which is sanctioned by the School Board, offered as part of the public school curriculum and operated in a public school facility.

For information regarding available balances in the District Improvement Fund accounts, please reference the District Improvement Fund Report.

Preparer: Allan M. Carmody

Title: Director, Budget and Management
0425:74694.1

Attachments:



Yes



No

000131

**DISTRICT IMPROVEMENT FUNDS
APPLICATION**

This application must be completed and signed before the County can consider a request for funding with District Improvement Funds. Completing and signing this form does not mean that you will receive funding or that the County can legally consider your request. Virginia law places substantial restrictions on the authority of the County to give public funds, such as District Improvement Funds, to private persons or organizations and these restrictions may preclude the County's Board of Supervisors from even considering your request.

1. What is the name of the applicant (person?
or organization) making this funding request? Foster Grandparent Program

2. If an organization is the applicant, what is?
the nature and purpose of the organization?
(Also attach organization's most recent
articles of incorporation and/or bylaws to
application.) The mission of the program is

to provide opportunities for low-income seniors to volunteer in schools, child
care centers, juvenile detention centers, homeless shelters, institutions for the
mentally retarded and group foster homes.

3. What is the amount of funding you are
seeking? \$2,766

4. Describe in detail the funding request and
how the money, if approved, will be spent. The requested funds will be used

to supplement the cost of stipends for 2 foster grandparents for a nine month
period.

5. Is any County Department involved in the
project, event or program for which you
are seeking funds? No

6. If this request for funding will not fully fund
your activity or program, what other
individuals or organizations will provide
the remainder of the funding? Additional funds will be

requested from other local sources, such as United Way Services or federal
funds.

7. If applicant is an organization, answer the following:

Is the organization a corporation?
Is the organization non-profit?
Is the organization tax-exempt?

Yes _____ No X
Yes X No _____
Yes X No _____

8. What is the address of the applicant making this funding request?

23 Seyler Drive
Petersburg, VA 23805

9. What is the telephone number, fax number, e-mail address of the applicant?

(804) 861-3185
Fax (804) 732-9459
FGPINC@AOL.COM

Signature of applicant. If you are signing on behalf of an organization you must be the president, vice-president, chairman/director or vice-chairman of the organization.

Mattie Robertson
Signature

Project Director
Title (if signing on behalf of an organization)

Mattie Robertson
Printed Name

1-24-07
Date

0497:23380.1

000133



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 2

Meeting Date: March 28, 2007

Item Number: 8.B.11.

Subject:

Request for a Music/Entertainment Festival Permit for Chesterfield Berry Farm's Music Festival Series on Saturdays and Sundays throughout May, 2007

County Administrator's Comments:

Recommend Approval

County Administrator: _____

LBR

Board Action Requested:

The Board of Supervisors is requested to grant a request for a music/entertainment festival permit for Chesterfield Berry Farm's Music Festival Series on Saturdays and Sundays throughout May, 2007.

Summary of Information:

Chesterfield Berry Farm proposes to conduct outdoor music during the May strawberry season on the lawns of the Chesterfield Berry Farm which is located at 26002 Pear Orchard Road, Moseley, Virginia. The music will be held on Saturdays and Sundays throughout May, 2007. The Berry Farm opens at 8:00 a.m. Music will begin at 12:00 p.m. and end at 4:00 p.m., with all other activities ending at 5:00 p.m. The bands for the series have not been contracted for at this time. It is anticipated that approximately 3000 people will attend the Festival events.

Preparer: Steven L. Micas

Title: County Attorney
0505:74723.1

Attachments:



Yes



No

#

000134

**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 2 of 2

Chesterfield Berry Farm is both the applicant and event promoter. The Berry Farm is currently seeking sponsors to help defray the costs of the event. All net proceeds from the music series will go to the Berry Farm. The Berry Farm will assume full financial responsibility for the Festival and music series.

The Berry Farm will make food, water, and soft drinks available for purchase during festival hours. Portolets remain on the location throughout the May season and are serviced twice a week by Nes services. The Berry Farm maintains appropriate clean-up and trash disposal. There is ample parking, and off-duty police officers will assist with parking, crowd control and other security needs. Emergency medical and fire department officials are aware of the event and will be available to render service.

The music/entertainment arrangements have been reviewed by the County Attorney's Office and meet the substantive requirements of the ordinance. These arrangements provide adequate measures to insure public safety, fire prevention, medical protection, sanitation, traffic control, insurance coverage, relevant permits and security. Additionally, staff notes that the Berry Farm has safely conducted similar spring festivals for each of the past three years.

Although the Board of Supervisors may require a bond to insure compliance with the permit, the Board traditionally has not required a bond except when the event occurs on County property. Staff recommends that the Board not require a bond.

0505:74723.1

000135

March 7, 2007

paid \$100.00 fee

Stylian P. Parthemos
Chesterfield County
Administration Building, Room 503
P.O. Box 40
Chesterfield, Va 23832-0040

Dear Mr. Parthemos,

Thank you for your time in regarding our application for a music and festival permit.

Chesterfield Berry Farm, located at 20501 Skinquarter Rd., Moseley, Virginia, is both the applicant and event promoter. We will receive all net proceeds from our music series and our Strawberry Festival.

We plan to have family oriented outdoor music during our Strawberry season on the lawns of Chesterfield Berry Farm which is located at 26002 Pear Orchard Rd. Moseley, Virginia. The music will be held on Saturdays and Sundays from May 5, 2007 thru May 31, 2005. We also plan to have a Strawberry Festival on May 12 and 13, 2007, which will also include music.

Chesterfield Berry Farm opens at 8:00am with music beginning at 12:00pm. Music will end at 4:00pm and all other activities will end at 5:00pm.

Chesterfield Berry Farm is assuming full financial responsibility for the Festival and music series. We are currently seeking corporate sponsors to help offset some of our major costs.

We are currently in the process of acquiring bands for our music series and Festival.

We will not be charging admission for music on Sundays or for the Strawberry Festival. We anticipate having 3000 people on the farm during the Festival hours.

We have existing portolets at Chesterfield Berry Farm and they will remain there throughout our Strawberry season. They are serviced twice a week by Nes services.

Chesterfield Berry Farm currently has clean-up and trash disposal. We have dumpsters located on the farm and Tranium picks up the trash twice a week.

Lodging will not be a necessity for our Festival.

Chesterfield Berry Farm has facilities where food, water, and soft drinks will be available for purchase during hours of operation.

We are alerting the Manchester Rescue Squad and Clover Hill Fire department of our event's dates and times. We will work with our security officers in the event of an emergency to notify the proper emergency medical personnel.

000136

Adequate parking will be available in the Chesterfield Berry Farm parking lot with any overflow parking in our fields next to parking area.

Outdoor lighting will not be used during our events as our events occur during day hours.

Music both live and taped will be played in such a manner that the sound will not be a nuisance to adjacent property owners. Heavy evergreen buffers are already in place between Chesterfield Berry Farm property and adjacent property owners. All sound issues are under direct control of Shannon Mangnuson (General Retail Manager) with Chesterfield Berry Farm.

We have an agreement in place with the Chesterfield County Police Department to employ off-duty police officers who will assist our staff with parking, crowd control and all other security components of our Festival and music series.

Chesterfield Berry Farm carries a general \$2 million liability insurance policy to insure against injury or damage.

Statements authorizing Chesterfield County principals to enter the property during our music series or Festival are attached herewith.

Our application fee is attached.

I trust that the above information is adequate to meet the county's requirements for approval of our Entertainment Festival permit. Please call with any questions or concerns.

Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shannon Mangnuson', with a long horizontal flourish extending to the right.

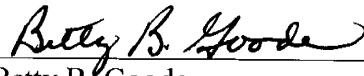
Shannon Mangnuson
General Retail Manager

March 7, 2007

Chesterfield Berry Farm authorizes Chesterfield County principals to enter the property before or during our Strawberry season.

A handwritten signature in cursive script, reading "Aaron Goode".

Aaron Goode
President

A handwritten signature in cursive script, reading "Betty B. Goode".

Betty B. Goode
Property owner

*NEWGL 202574728000

MOD. 28 0000

RENEWAL OF POLICY GL 2025747

GENERAL LIABILITY

**RENEWAL NOTICE: THIS POLICY WILL EXPIRE AT 12:01 A.M. ON
09/21/06 UNLESS THE MINIMUM PAYMENT IS MADE BY THE DUE DATE.
THIS RENEWAL DECLARATION SUPERSEDES ANY DECLARATIONS ISSUED
EARLIER.

GL 2025747 09/21/06 09/21/07 VA FARM BUREAU MUTUAL INSURANCE CO. 3202
CHESTERFIELD BERRY FARM INC
C/O AARON & BETTY GOOD
20501 SKINQUARTER RD
MOSELEY VA 23120

FORM OF BUSINESS: CORPORATION

IN RETURN OF THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF
THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS
POLICY.

COVERAGES LIMITS OF INSURANCE
EACH OCCURRENCE LIMIT

COVERAGES A & C: BODILY INJURY,
PROPERTY DAMAGE AND MEDICAL EXPENSE \$ 1,000,000
MEDICAL EXPENSE LIMIT ANY ONE PERSON \$ 5,000
FIRE DAMAGE LEGAL LIABILITY LIMIT PER FIRE \$ 50,000
COVERAGE B: PERSONAL INJURY & ADVERTISING
INJURY LIMIT PER PERSON OR ORGANIZATION \$ 1,000,000
GENERAL AGGREGATE LIMIT (OTHER THAN
PRODUCTS/COMPLETED OPERATIONS) \$ 2,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT \$ 2,000,000
OPTIONAL /EXCLUDED COVERAGES - SEE SCHEDULE ATTACHED

FORM NO. AND ENDORSEMENTS: CG0001 1188 IL0017 1185 IL0021 1185 VIL0138 059
CG0179 0203 VCG2116 1192 VCG0117 1192 CG2234 1185 CG2149 1188 CG2146 018
VCG2150 0593 VCG2160 1198 VCG2170 0303 VCG2171 0303 VCG2172 0106 CG0304 119
CG2407 1185 VCG2147 0202

CGLDEC

DATE: 10/13/06

CONTINUED ON NEXT PAGE

*TOPGL 202574728000

MOD. 28 0000

RENEWAL OF POLICY GL 2025747

GENERAL LIABILITY

**RENEWAL NOTICE: THIS POLICY WILL EXPIRE AT 12:01 A.M. ON
09/21/06 UNLESS THE MINIMUM PAYMENT IS MADE BY THE DUE DATE.
THIS RENEWAL DECLARATION SUPERSEDES ANY DECLARATIONS ISSUED
EARLIER.

GL 2025747 09/21/06 09/21/07 VA FARM BUREAU MUTUAL INSURANCE CO. 3202
CHESTERFIELD BERRY FARM INC
C/O AARON & BETTY GOOD
20501 SKINQUARTER RD
MOSELEY VA 23120

LOCATION(S) OF OWNED, RENTED OR OCCUPIED PREMISES: 5 1/2 MILES ON NORTHWEST
SIDE OF ROUTE 360, 25 MILES FROM RICHMOND, VIRGINIA

SCHEDULE OF OPERATIONS

DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES *	FINAL RATE	PREMIUM	DEDUCT PER OCC.**
PREMISES/OPERATIONS:					
PICK YOUR OWN GROUND CROPS	89999	(O)	39	FLAT	\$ 264 \$1000
PUMPKINS - 22 ACRES			ACRES	CHARGE	
BLACKBERRIES - 5 ACRES					
STRAWBERRIES - 12 ACRES					
FAIR GROUNDS - INCLUDING	43517	(F)		FLAT	\$3223 \$1000

000139

HAY RIDES, PETTING ZOO,
 HAUNTED MAZE & PIRATES COVE
 FRUIT OR VEGETABLE DEALERS 13111 (A) 8,100 291.487 \$2361 \$1000
 LOCATIONS:
 1. 1/4 MILE W OF SKINQUARTER
 PRODUCTS/COMPLETED OPERATIONS:
 FAIR GROUNDS - INCLUDING \$1000
 HAY RIDES, PETTING ZOO,
 HAUNTED MAZE & PIRATES COVE
 FRUIT OR VEGETABLE DEALERS 13111 (S) 1,217,606 .403 \$ 491 \$1000
 * PREMIUM BASES: A = AREA, C = TOTAL COST, F = FRONTAGE, M = ADMISSIONS,
 P = PAYROLL, S = GROSS SALES, T = EACH, U = UNITS, O = OTHER
 ** DEDUCTIBLE PER OCCURRENCE: BODILY INJURY & PROPERTY DAMAGE - IF BLANK, NO
 ADDITIONAL DEDUCTIBLE APPLIES.
 CGLDEC1 DATE: 10/13/06

CONTINUED ON NEXT PAGE

*TOPGL 202574728000 MOD. 28 0000
 RENEWAL OF POLICY GL 2025747
 GENERAL LIABILITY
 **RENEWAL NOTICE: THIS POLICY WILL EXPIRE AT 12:01 A.M. ON
 09/21/06 UNLESS THE MINIMUM PAYMENT IS MADE BY THE DUE DATE.
 THIS RENEWAL DECLARATION SUPERSEDES ANY DECLARATIONS ISSUED
 EARLIER.
 GL 2025747 09/21/06 09/21/07 VA FARM BUREAU MUTUAL INSURANCE CO. 3202
 CHESTERFIELD BERRY FARM INC
 C/O AARON & BETTY GOOD
 20501 SKINQUARTER RD
 MOSELEY VA 23120

SCHEDULE OF OPERATIONS (CONTINUED)

DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES *	FINAL RATE	PREMIUM	DEDUCT PER OCC.**
PREMISES/OPERATIONS:					
RD, ON N SIDE OF RT 360, IN CHESTERFIELD, VIRGINIA (2,100 SQ FT)					
2. 20800 HULL STREET ROAD RICHMOND, VA (6,000 SQ FT)					
REFRESHMENT STANDS - WITHOUT COOKING	16822	(A)	500 229.815	\$ 115	\$1000
FARM ACREAGE - 160 ACRES OR LESS	89997	(T)	1 58.436	\$ 58	\$1000
LOCATIONS: 1. 3 ACRES AT 26002 PEAR ORCHARD RD, MOSELEY, VA					
PRODUCTS/COMPLETED OPERATIONS:					
REFRESHMENT STANDS - WITHOUT COOKING	16822	(S)	62,032 1.425	\$ 88	\$1000
REFRESHMENT STANDS - WITH COOKING	16822	(S)	62,032 1.425	\$ 88	\$1000
* PREMIUM BASES: A = AREA, C = TOTAL COST, F = FRONTAGE, M = ADMISSIONS, P = PAYROLL, S = GROSS SALES, T = EACH, U = UNITS, O = OTHER					
** DEDUCTIBLE PER OCCURRENCE: BODILY INJURY & PROPERTY DAMAGE - IF BLANK, NO ADDITIONAL DEDUCTIBLE APPLIES.					
CGLDEC2					DATE: 10/13/06

CONTINUED ON NEXT PAGE

*TOPGL 202574728000

MOD. 28 0000

000140

RENEWAL OF POLICY GL 2025747
GENERAL LIABILITY

**RENEWAL NOTICE: THIS POLICY WILL EXPIRE AT 12:01 A.M. ON
09/21/06 UNLESS THE MINIMUM PAYMENT IS MADE BY THE DUE DATE.
THIS RENEWAL DECLARATION SUPERSEDES ANY DECLARATIONS ISSUED
EARLIER.

GL 2025747 09/21/06 09/21/07 VA FARM BUREAU MUTUAL INSURANCE CO. 3202
CHESTERFIELD BERRY FARM INC
C/O AARON & BETTY GOOD
20501 SKINQUARTER RD
MOSELEY VA 23120

SCHEDULE OF OPERATIONS (CONTINUED)

DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES *	FINAL RATE	PREMIUM	DEDUCT PER OCC.**
PREMISES/OPERATIONS: REFRESHMENT STANDS - WITH COOKING LOCATIONS: 1. 20800 HULL ST RD RICHMOND, VA	16822	(A)	500 229.815	\$ 115	\$1000

PRODUCTS/COMPLETED OPERATIONS:

* PREMIUM BASES: A = AREA, C = TOTAL COST, F = FRONTAGE, M = ADMISSIONS,
P = PAYROLL, S = GROSS SALES, T = EACH, U = UNITS, O = OTHER
** DEDUCTIBLE PER OCCURRENCE: BODILY INJURY & PROPERTY DAMAGE - IF BLANK, NO
ADDITIONAL DEDUCTIBLE APPLIES.

CGLDEC3

DATE: 10/13/06

CONTINUED ON NEXT PAGE

*TOPGL 202574728000

MOD. 28 0000

RENEWAL OF POLICY GL 2025747
GENERAL LIABILITY

**RENEWAL NOTICE: THIS POLICY WILL EXPIRE AT 12:01 A.M. ON
09/21/06 UNLESS THE MINIMUM PAYMENT IS MADE BY THE DUE DATE.
THIS RENEWAL DECLARATION SUPERSEDES ANY DECLARATIONS ISSUED
EARLIER.

GL 2025747 09/21/06 09/21/07 VA FARM BUREAU MUTUAL INSURANCE CO. 3202
CHESTERFIELD BERRY FARM INC
C/O AARON & BETTY GOOD
20501 SKINQUARTER RD
MOSELEY VA 23120

SCHEDULE

FORM NO.	EDITION DATE	OPTIONAL COVERAGE(S) AFFORDED	PREMIUM
FORM NO.	EDITION DATE	MISCELLANEOUS ENDORSEMENT(S)	
CG2407	11/85	PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED DESCRIPTION OF PREMISES AND OPERATIONS: REFRESHMENT STANDS - WITH AND WITHOUT COOKING	
FORM NO.	EDITION DATE	ADDITIONAL EXCLUSION(S) AFFORDED	

TOTAL PREMIUM FOR OPTIONAL COVERAGES \$ NIL
TOTAL ESTIMATED POLICY PREMIUM \$ 6,803

CGLSCHD

DATE: 10/13/06

000141



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 2

Meeting Date: March 28, 2007

Item Number: 9.A.

Subject: Developer Water and Sewer Contracts

County Administrator's Comments:

County Administrator: _____

Board Action Requested: The Board of Supervisors has authorized the County Administrator to execute water and/or sewer contracts between County and Developer where there are no County funds involved.

The report is submitted to Board members as information.

Summary of Information:

The following water and sewer contracts were executed by the County Administrator:

- Contract Number: 05-0086
Project Name: Cambridge Section D (Lot Numbers 10, 11, 31-35)
Developer: McLellan Construction Incorporated
Contractor: BTS Construction Company
Contract Amount: Wastewater Improvements - \$65,000.00
District: Midlothian

Preparer: J.E. Beck, Jr.

Title: Assistant Director of Utilities

Attachments:

☐

Yes

☒

No

#

000142

2. Contract Number: 06-0103
 Project Name: Bon Air Christian Church

 Developer: Bon Air Christian Church

 Contractor: Possie B. Chenault, Incorporated

 Contract Amount: Water Improvements - \$4,000.00

 District: Midlothian
3. Contract Number: 06-0151
 Project Name: Collington, Section 13

 Developer: Douglas R. Sowers

 Contractor: Piedmont Construction Company Incorporated

 Contract Amount: Water Improvements - \$53,400.00
 Wastewater Improvements - \$70,000.00

 District: Matoaca



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 28, 2007

Item Number: 9.B.

Subject:

Status of General Fund Balance, Reserve for Future Capital Projects,
District Improvement Fund, and Lease Purchases

County Administrator's Comments:

County Administrator: _____ *AGR*

Board Action Requested:

Summary of Information:

Preparer: _____ Lane B. Ramsey

Title: _____ County Administrator

Attachments:



Yes



No

000144

CHESTERFIELD COUNTY
UNDESIGNATED GENERAL FUND BALANCE
March 28, 2007

BOARD MEETING DATE	DESCRIPTION	AMOUNT	BALANCE
07/01/06	FY2007 Actual Beginning Fund Balance		\$71,444,555
11/21/06	Designate for potential tax rate reduction, half-year 2007	(5,500,000)	\$65,944,555
11/21/06 12/13/06	Designation for Schools use in FY2007: security and safety upgrades at middle and elementary schools	(2,700,000)	\$63,244,555
11/21/06 12/13/06	Designation for Schools use in Fy2007 for non-recurring costs: bus and vehicle replacements	(2,300,000)	\$60,944,555
11/21/06	Designation for Schools use in FY2008: capital projects	(4,184,979)	\$56,759,576
11/21/06	Designation for county use in FY2008: County capital bond	(5,000,000)	\$51,759,576
11/21/06	Designation for county use in FY2008: non-recurring operating budget costs	(1,815,021)	49,944,555
11/21/06	Projected Undesignated Fund Balance through FY2008		49,944,554

*Includes \$4.5 million addition to Fund Balance from FY2006 results of operations.

**CHESTERFIELD COUNTY
RESERVE FOR FUTURE CAPITAL PROJECTS
TRADITIONALLY FUNDED BY DEBT**

March 28, 2007

Board Meeting Date	Description	Amount	Balance
FOR FISCAL YEAR 2007 BEGINNING JULY 1, 2006			
4/12/2006	FY07 Budgeted Addition	9,994,100	11,763,698
4/12/2006	FY07 Capital Projects	(9,261,900)	2,501,798
8/23/2006	Elevator modernization in five-story Administration Bldg.	(150,000)	2,351,798
10/11/2006	Henricus Historical Park Improvements	(70,000)	2,281,798
10/11/2006	Falling Creek Park - North: land acquisition	(41,000)	2,240,798
10/11/2006	Falling Creek Park - North: land acquisition	(305,000)	1,935,798
12/13/2006	Matoaca Park bid awarded; return funds	305,000	2,240,798
11/8/2006	Eppington Plantation parking and road construction improvements	(110,000)	2,130,798
11/21/2006	Return unused funds from J&DR Courthouse projects from April 4, 2001	25,000	2,155,798
11/21/2006	Return unused RMA Diamond payment budgeted in FY2006	100,000	2,255,798
12/13/2006	Meadowdale Library construction	(300,000)	1,955,798
1/10/2007	John Tyler Community College - Midlothian Campus site work for new academic building	(400,000)	1,555,798

000146

CHESTERFIELD COUNTY
DISTRICT IMPROVEMENT FUNDS
March 28, 2007

<u>District</u>	<u>Prior Years Carry Over</u>	<u>FY2007 Appropriation</u>	<u>Funds Used Year to Date</u>	<u>Items on 3/28 Agenda</u>	<u>Balance Pending Board Approval</u>
Bermuda	\$38,271	\$48,500	\$23,331	\$0	\$63,440
Clover Hill	61,356	48,500	27,017	0	82,839
Dale	53,897	48,500	21,299	0	81,098
Matoaca	78,732	48,500	41,440	2,766	83,026
Midlothian	26,800	48,500	18,427	0	56,873
County Wide	-	13,500	0	0	13,500

000147

Prepared by
Accounting Department
February 28, 2007

SCHEDULE OF CAPITALIZED LEASE PURCHASES

APPROVED AND EXECUTED

<u>Date Began</u>	<u>Description</u>	<u>Original Amount</u>	<u>Date Ends</u>	<u>Outstanding Balance 2/28/07</u>
04/99	Public Facility Lease – Juvenile Courts Project	\$16,100,000	11/19	\$10,465,000
01/01	Certificates of Participation - Building Construction, Expansion and Renovation; Acquisition/Installation of Systems	13,725,000	11/21	9,125,000
03/03	Certificates of Participation – Building Construction, Expansion and Renovation	6,100,000	11/23	5,140,000
03/04	Certificates of Participation – Building Construction, Expansion and Renovation; Acquisition/Installation of Systems	21,970,000	11/24	19,690,000
10/04	Cloverleaf Mall Redevelopment Project	9,225,000	10/08	9,225,000
11/04	School Archival/Retrieval System Lease	21,639	01/08	7,341
12/04	Energy Improvements at County Facilities	1,519,567	12/17	1,429,916
12/04	Energy Improvements at School Facilities	427,633	12/10	347,871
05/05	Certificates of Participation – Building Acquisition, Construction, Installation, Furnishing and Equipping; Acquisition/Installation of Systems	14,495,000	11/24	13,465,000
05/06	Certificates of Participation – Building Acquisition, Construction, Installation, Furnishing and Equipping; Acquisition/Installation of Systems	<u>11,960,000</u>	11/24	<u>11,155,000</u>
TOTAL APPROVED AND EXECUTED		<u>\$95,543,839</u>		<u>\$80,050,128</u>

PENDING EXECUTION

Description
None

Approved
Amount

000148



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 28, 2007

Item Number: 9.C.

Subject:

Report of Planning Commission Substantial Accord Determination for County of Chesterfield Public Libraries (Case 07PD0305) to Permit a Public Library at the Southwest Quadrant of Robious Road and Twin Team Lane

County Administrator's Comments:

Recommend Approval

County Administrator: _____

[Signature]

Board Action Requested:

On March 20, 2007, the Planning Commission found Case 07PD0236 to be substantially in accord with the Comprehensive Plan, as per the attached. Staff recommends no action.

Summary of Information:

The Commission voted to find this request substantially in accord with the Comprehensive Plan. (AYES: Messrs: Gecker, Gulley, Bass, Litton and Wilson.)

State law provides that the Board may overrule the Planning Commission's determination or refer the matter back to the Planning Commission for an additional public hearing and decision. If the Board takes no action, the substantial accord determination will become final. Staff recommends no action.

Preparer: Kirkland A. Turner

Title: Director of Planning

Attachments:



Yes



No

#000149



SUBSTANTIAL ACCORD REVIEW

07PD0305

County of Chesterfield Public Libraries

Midlothian Magisterial District
Southwest Quadrant of Robious Road and Twin Team Lane

REQUEST: Substantial accord determination for proposed public library.

PROPOSED LAND USE:

A public library is planned.

RECOMMENDATION

Recommend approval for the following reasons:

- A. The proposed facility is in compliance with the Public Facilities Plan which identifies the need for additional library in the Robious Road corridor between 2007 and 2012. The Plan suggests this new library should be located in the area generally along the Robious Road corridor between Huguenot Road and James River Road.
- B. As conditioned, the facilities meet the locational criteria for libraries, as suggested by the Plan.

CONDITIONS

- 1. The public wastewater system shall be used. (U)
- 2. Development of the property shall conform to the requirements of the Zoning Ordinance for Corporate Office (O-2) Districts in Emerging Growth Areas. (P)

3. Direct vehicular access from the property to Robious Road shall be limited to one (1) entrance/exit, generally located towards the western property line. The exact location of this access shall be approved by the Transportation Department. (T)
4. Prior to the issuance of an occupancy permit: 1) additional pavement shall be constructed along Robious Road at the approved access and at the Twin Team Lane intersection to provide a right turn lane at each location, based on Transportation Department standards; 2) the ditch shall be relocated to provide an adequate shoulder or curb and gutter along Twin Team Lane for the entire property frontage; and 3) a sidewalk shall be constructed along Robious Road and along Twin Team Lane for the entire property frontage. The exact design and length of these improvements shall be approved by the Transportation Department. The developer shall dedicate free and unrestricted, to and for the benefit of Chesterfield County, any additional right-of-way (or easements) necessary for these improvements. (T)
5. All structures shall have an architectural style compatible with surrounding residential neighborhoods. Compatibility may be achieved through the use of similar building massing, materials, scale or other architectural features. The exact treatment of the facility shall be approved by the Planning Department.
6. The setback for buildings, drives and parking areas shall be a minimum of forty (40) feet from Twin Team Lane. Within this setback, existing trees and shrubs shall be preserved in accordance with Section 19-518(d) of the Zoning Ordinance. The existing vegetation shall be supplemented to achieve the equivalent of 1.5 times Perimeter Landscaping C.

GENERAL INFORMATION

Project Name:

Robious Road Library

Location:

Southwest quadrant of Robious Road and Twin Team Lane. Tax ID 729-721-5284.

Existing Zoning:

Residential (R-40)

Size:

6.8 acres

000151

Existing Land Use:

Vacant

Adjacent Zoning and Land Use:

North – R-15 and R-25; Single family residential or vacant
South, East and West – R-40; Single family residential or vacant

UTILITIES

Public Water System:

The public water system is available to serve this site. There is an existing sixteen (16) inch water line extending along the north side of Robious Road, adjacent to the request site. In addition, an eight (8) inch water line extends along the south side of Twin Team Lane, adjacent to this site. Use of the public water system is required by County Code (Sec. 18-60(c)).

Public Wastewater System:

The public wastewater system is not immediately available to serve this site. There is an existing eight (8) inch wastewater collector line in Cawood Drive that terminates approximately 330 feet south of the request site. While County Code does not require use of the public wastewater system for parcels greater than 200 feet from an existing public wastewater line (Sec. 18-60(c)), use of the public wastewater system is recommended and should be required as a condition of zoning.

ENVIRONMENTAL

Drainage and Erosion:

The subject property drains to the north to the drainage systems paralleling the eastbound lane of Robious Road, then via storm sewers to the James River. There are currently no on- or off-site drainage or erosion problems and none are anticipated after development.

PUBLIC FACILITIES

Fire Service:

The Bon Air Fire Station and Forest View Volunteer Rescue Squad currently provide fire protection and emergency medical service. This request will have a minimal impact fire and EMS.

000152

Transportation:

The applicant intends to construct a 20,000 square foot library facility on the property. Based on library trip rates, the development could generate approximately 1,190 average daily trips. These vehicles will initially be distributed, via Twin Team Lane, along Robious Road, which had a 2005 traffic count of 17,609 vehicles per day (VPD). The capacity of the four-lane section of Robious Road between Salisbury Road and James River Road is acceptable (Level of Service B) for the volume of traffic it currently carries.

Based on recommended Condition 2, development must adhere to the Development Standards Manual in the Zoning Ordinance, relative to access and internal circulation (Division 5). The Thoroughfare Plan identifies Robious Road as a major arterial. Vehicular access to major arterials, such as Robious Road, should be controlled. If direct vehicular access from the property to Robious Road is provided, it should be limited to one (1) entrance/exit and located towards the western property line (Condition 3). This access will be limited to right-turns-in and right-turns-out. The applicant may decide to access Twin Team Lane only. Access to Twin Team Lane should be located away from the Robious Road/Twin Team intersection, preferably towards the intersection of Cawood Drive.

The traffic impact of this development must be addressed. Additional pavement should be constructed along Robious Road at the approved access and at the Twin Team Lane intersection to provide a right turn lane at each location, the ditch should be relocated to provide an adequate shoulder or curb and gutter along Twin Team Lane for the entire property frontage, and a sidewalk should be constructed along Robious Road and Twin Team Lane for the entire property frontage. (Condition 4)

At time of site plan review, specific recommendations will be provided regarding access and internal site circulation.

LAND USE

Comprehensive Plan:

Lies within the boundaries of the Old Gun/Robious Area Plan which suggests the property is appropriate for residential use of 1 dwelling unit per acre or less.

The Public Facilities Plan, an element of the Comprehensive Plan, provides guidance regarding anticipated needs for public facilities such as libraries to best serve the County's growing population and makes recommendations for their locations and timing.

Based on evaluations of convenience, existing space and population growth projections and trends, the Plan recommends a need for expanded and new library space between 2003 and 2022. The Plan suggests the County schedule library expansions and/or new construction to reach the goal of providing 0.6 square feet of library space per capita.

000153

The Plan provides a general location for new library space in the northern area of the County. The Plan suggests a new 15,000 to 20,000 square foot branch should be located in the area generally along the Robious Road corridor between Huguenot Road and James River Road and that this facility should be constructed between 2007 and 2012.

As conditioned, the request meets the locational criteria of the Plan. The Plan provides that libraries should be located with convenient, direct access to a major arterial road.

Area Development Trends:

Surrounding properties are zoned residential and are occupied by single family residential uses within Powderham, Riverton, Salisbury and Tarrington subdivisions or are vacant. It is anticipated that residential development will continue in the area, as suggested by the Plan.

Site Design:

The request property lies within an Emerging Growth Area. The purpose of the Emerging Growth District Standards is to promote high quality, well-designed projects. Due to the Residential (R-40) zoning, the request property is not bound by the Emerging Growth District Standards. A condition should be imposed requiring development of the property to conform to these requirements of the Zoning Ordinance, which address access, parking, landscaping, architectural treatment, setbacks, signs, buffers, utilities and screening of dumpsters and loading areas. (Condition 2)

To address concerns of area citizens, the Commission recommends Conditions 5 and 6 to address architectural compatibility with surrounding residential development and maintaining a landscaped setback along Twin Team Lane.

CONCLUSIONS

The proposed public library satisfies the criteria of location, character and extent as specified in the Code of Virginia. The request is in compliance with the Public Facilities Plan which identifies the need for additional library space in the northern area of the County between 2007 and 2012. The Plan suggests this new library should be located in the area generally along the Robious Road corridor between Huguenot Road and James River Road. In addition, the facilities meet the locational criteria for libraries, as suggested by the Plan.

As conditioned, the facility meets locational criteria for library facilities as suggested by the Plan. Given these considerations, approval of this request is recommended.

000154



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 28, 2007

Item Number: 16.A.

Subject:

Hold a Public Hearing to Consider the Appropriation of Up to \$30,000,000 in Payment to the Escrow Agent for Advance Refunding of Series 1999A, Series 2001 and Series 2002 General Obligation Bonds and Closing Costs

County Administrator's Comments: *Recommend Approval after Public Hearing*

County Administrator: _____ *LJP*

Board Action Requested:

Hold a public hearing to consider appropriation of up to \$30,000,000 for the advance refunding of Series 1999A, Series 2001 and Series 2002 general obligation bonds and closing costs.

Summary of Information:

The county's financial advisors (Public Resources Advisory Group) have analyzed the county's outstanding general obligation debt and have just determined that the market is favorable for refunding various callable bonds. The projected present value savings as a percentage of refunded par of 4.8% could result in an estimated present value savings of \$1.18 million.

Staff requests that the Board of Supervisors hold a public hearing to consider the appropriation for the refunding and related closing costs.

Preparer: Allan Carmody

Title: Director of Budget and Management

Attachments:

☐

Yes

☒

No

000156



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 2

Meeting Date: March 28, 2007

Item Number: 16.B.

Subject:

Public Hearing on Proposed Ordinance Amendments Relating to Regulations by the Health Department of Food Service Establishments, Requirements for Food Handler Training; the Institution of Fees for Annual Food Establishment Inspections; and for Review of Construction Plans and for Biannual Food Handler Training

County Administrator's Comments:

County Administrator: _____

ASR

Board Action Requested:

Hold a Public Hearing to Consider the Attached Amendments Relating to Regulations by the Health Department of Food Service Establishments, Requirements for Food Handler Training; the Institution of Fees for Annual Food Establishment Inspections; and for Review of Construction Plans, and for Biannual Food Handler Training.

Summary of Information:

This date and time has been scheduled to hold a public hearing on the proposed ordinance amendments relating to regulations by the Health Department of food service establishments, requirements for food handler training; the institution of fees for annual food establishment inspections; and for review of construction plans, and for biannual food handler training.

Staff is proposing several new fees be implemented in the Health Department to partially offset costs associated with annual inspections, plans review, and to require that all commercial food handlers register and obtain a card from the Health Department.

Preparer: Allan M. Carmody

Title: Director of Budget and Management

Attachments:



Yes



No

#000157

**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 2 of 2

Meeting Date: March 28, 2007

Summary of Information (continued)

The changes would affect food establishments permitted by the Health Department but would not affect grocery stores and delicatessens permitted by the Virginia Department of Agriculture and Consumer Services.

The first proposal is an ordinance requiring all food-handlers working in Chesterfield County to have a minimum of three hours of food safety and sanitation training every two years. The Health Department would provide training and each individual food-handler would be charged \$12 for the training every two years. The intent of this ordinance is to reduce the chances of food-borne illness through worker education. This proposal would ensure that all workers know essential information and provides a card system so employers could easily verify the training. An estimated 4,000 workers would receive training and implementation would take place over two years. It is estimated that this program would cost \$28,300 (costs include a part time trainer and associated operating costs) and fees generated of \$24,500 would offset most of the expenses. Similar training programs have been implemented in several Tidewater communities.

The second proposal would generate funds for a sixth health inspector. The county now has over 700 food-service establishments inspected and permitted by the Health Department. In addition, over the next 12 months, the department will be implementing the newest regulations regarding food inspection. These food-handling process changes require additional education and are very labor intensive. The Department also reviews proposed construction plans to ensure that a food establishment's proposed kitchen will meet State food regulation requirements.

To partially address the increased workload, a sixth food inspector position is being requested and a \$50 annual inspection fee is being proposed to partially cover the costs. Also proposed is a \$300 fee for review of construction plans (which would be charged when a new establishment is built or when a kitchen area is remodeled). These two fees are anticipated to generate \$53,700 in FY2008 which will partially offset costs incurred (\$80,300) for creation of one full time inspector and associated operating costs necessary to administer these programs.

The proposed ordinance is attached.

000158

AN ORDINANCE TO AMEND THE CODE OF THE COUNTY
OF CHESTERFIELD, 1997, AS AMENDED, BY ADDING SECTIONS
12-81, 12-82 AND 12-83 RELATING TO FOOD ESTABLISHMENTS

BE IT ORDAINED by the Board of Supervisors of Chesterfield County:

(1) *That Sections 12-81, 12-82 and 12-83 of the Code of the County of Chesterfield, 1997, as amended, are added to read as follows:*

ARTICLE VI. FOOD ESTABLISHMENTS

12-81. Plans Review Fee.

Food establishments required to submit prepared plans and specifications for review and approval by the Health Department pursuant to the Food Regulations of the Virginia Board of Health shall also submit a fee of \$300 to the health department upon submission of the plans.

12-82. Annual Inspection Fee.

At the time of application for an annual permit, food establishments that are required to be permitted by the Food Regulations of the Virginia Board of Health shall submit an annual inspection fee of \$50 to the health department to defray administrative expenses associated with inspections.

12-83. Food handler training and card.

(a) On or after July 1, 2007, any person who prepares or handles food in an establishment required to obtain a permit pursuant to the Food Regulations of the Virginia Board of Health must obtain a food handler card from the county director of public health. Food handler cards must be obtained not later than sixty (60) days of beginning employment.

(b) Food handler cards will only be issued to persons who successfully complete three hours of food safety training provided by the health department.

(c) Food handler cards shall be valid for a period of two years from issuance, unless suspended or revoked by the director of public health for cause.

(d) A food handler card cannot be transferred to or used by any person other than the person to whom it was issued, but it can be used for employment at multiple food service establishments, whether such employment is consecutive or concurrent. A food handler card must be produced for inspection upon the request of the director of public health or his designee.

(e) There is a fee of \$12 for the training and issuance of the cards.

(f) A food handler, food service or similar card issued by another city or county in Virginia may be honored by the director of public health in lieu of a food handler card hereunder if the director determines that the requirements to obtain such card were equal to or greater than

those required hereunder. Such cards shall be honored until their expiration date or for two years, whichever is less.

(g) On or after July 1, 2009, violations of this section will be identified as a critical violation in the findings of an inspection of the food service establishment.

(2) *That this ordinance shall become effective July 1, 2007.*



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 2

Meeting Date: March 28, 2007

Item Number: 16.C.

Subject:

Public Hearing on Proposed Ordinance Amendments Relating to Department of Utilities Fee Changes

County Administrator's Comments:

County Administrator:

*Recommend that the Board take
comment and then defer the
Public hearing to April 25
LJK*

Board Action Requested:

Defer the Public Hearing to Consider Utilities Fees to April 25, 2007.

Summary of Information:

This date and time had been scheduled to hold a public hearing on proposed Utilities ordinance fee changes. However, in order to comply with advertising requirements in the state code, the public hearing on Utilities fees needs to be deferred to April 25, 2007.

The Utilities Department's analysis of the FY2008 budget, capital replacement projects, and projections over the next ten years indicate that current revenues, without increases, will not be sufficient to cover operating expenses. The bi-monthly base charges for a typical 5/8" residential size meter is proposed to increase by \$4.76 in order to cover the cost of rendering waste and wastewater utility services. The base charges for larger meters increases proportionately based on meter size.

In addition, the department's analysis of costs for expansion projects and projections over the next ten years reflect a connection fee adjustment to cover capital costs. The connection fees for a 5/8" residential size meter are proposed to increase in both Water and Wastewater as follows: in Water from \$3,592 to \$3,970 and in Wastewater from \$2,050 to \$2,370. The connection fees for larger meters will increase proportionately based on meter size.

Preparer: Allan M. Carmody

Title: Director of Budget and Management

Attachments:



Yes



No

000161

**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 2 of 2

Meeting Date: March 28, 2007

The increased revenue will offset operating cost increases including the cost of purchased water (City of Richmond and Appomattox River Water Authority), chemicals, and payments for wastewater treatment (City of Richmond). In addition, increases in capital projects to comply with the nutrient regulations for the Chesapeake Bay, upgrades to pump stations, new/replacement water tanks, as well as maintaining the integrity of the county's water and wastewater facilities are all contributing to the need for the proposed increased rates and fees.

These minimum charges for a combined water and wastewater bi-monthly bill will increase by approximately \$4.76 (\$2.38 monthly). Even after the proposed rate increases (assuming a typical bill for combined services), the County's rates will still be significantly less than Henrico, Hanover, and Richmond.

The ordinance is attached.

000162

AN ORDINANCE TO AMEND THE CODE OF THE COUNTY
OF CHESTERFIELD, 1997, AS AMENDED, BY AMENDING
AND RE-ENACTING SECTIONS 18-22 AND 18-27 RELATING TO CONNECTION
FEES AND UTILITY CHARGES

BE IT ORDAINED by the Board of Supervisors of Chesterfield County:

(1) That Sections 18-22 and 18-27 of the Code of the County of Chesterfield, 1997, as amended, are amended and re-enacted to read as follows:

Sec. 18-22. Connection fees.

(a) The water connection fee shall be the capital cost recovery charge plus the meter installation charge based on the size of the water meter that the director installs. The wastewater connection fee shall be the capital cost recovery charge for the size of the water meter that serves the property, or, if the property does not receive water service, the size of the water meter that would serve the property if it received water service.

(b) The capital cost recovery charge shall be:

	<i>Customer Class</i>	<i>Meter Size (inches)</i>	<i>Number of ERU's per Unit</i>	<i>Capital Cost Recovery Charge</i>	
				<i>Water</i>	<i>Wastewater</i>
(i)	For a dwelling, single-family, including townhouses, mobile homes that are not located in a mobile home park, and individually metered multi-family dwelling units.	5/8	1.00	\$ 3,592.00 <u>\$3,970.00</u>	\$ 2,050.00 <u>\$2,370.00</u>
(ii)	For a dwelling, two-family (per unit)	5/8	1.00	3,592.00 <u>3,970.00</u>	2,050.00 <u>2,370.00</u>
(iii)	For mobile homes that are located in a mobile home park and for master metered multiple-family dwellings other than multiple-family dwellings used exclusively as housing for colleges and/or universities (per unit)		0.85	3,053.00 <u>3,375.00</u>	1,743.00 <u>2,015.00</u>

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(iv)	For all other customer classes	5/8	1.00	3,592.00	2,050.00
				<u>3,970.00</u>	<u>2,370.00</u>
		1	2.50	8,980.00	5,125.00
				<u>9,925.00</u>	<u>5,925.00</u>
		1 1/2	5.00	17,960.00	10,250.00
				<u>19,850.00</u>	<u>11,850.00</u>
		2	8.00	28,736.00	16,400.00
				<u>31,760.00</u>	<u>18,960.00</u>
		3	16.00	57,472.00	32,800.00
				<u>63,520.00</u>	<u>37,920.00</u>
		4	25.00	89,800.00	51,250.00
				<u>99,250.00</u>	<u>59,250.00</u>
		6	50.00	179,600.00	102,500.00
				<u>198,500.00</u>	<u>118,500.00</u>
		8	80.00	287,360.00	164,000.00
				<u>317,600.00</u>	<u>189,600.00</u>
		10	115.00	413,080.00	235,750.00
				<u>456,550.00</u>	<u>272,550.00</u>
		12	155.00	556,760.00	317,750.00
				<u>615,350.00</u>	<u>367,350.00</u>

The capital cost recovery charge for meters that are larger than 12 inches shall be determined by the director based on the number of ERUs per unit.

- (v) The capital cost recovery charge for a dwelling that is served by a meter that is larger than five-eighths inch shall be the same capital cost recovery charge in subsection (b)(iv).

- (c) The meter and water service line installation charge shall be:

- (1) For installing water service lines:

000164

5/8"	\$ 777.00
1"	981.00
1 1/2"	1,641.00
2"	1,836.00

(2) For installing meters:

5/8"	\$ 35.00
1"	90.00
1 1/2"	205.00
2"	250.00

(3) For installing residential outside use meters using existing service lines: \$375.00.

(4) The meter and water service line installation charge for meters that are larger than two inches shall be the actual cost that the county incurred to install the meter plus 25 percent.

(d) The consumer shall construct, at his expense, the wastewater lateral to serve the property.

(e) Residential property owners who apply for a utility connection may pay the connection fee in 36 monthly installments. Interest at a rate of two percent above the prime rate that is published in the Wall Street Journal on the day that the residential consumer executes the installment contract shall be added to all connection fees that are paid in installments. The residential consumer shall also pay an installment contract loan handling fee of three percent and a lien recording fee that is equal to the lien recording fee that is charged by the clerk of the circuit court of Chesterfield County at the time that the residential consumer applies to connect to the utility system.

(f) No capital cost recovery charge shall be charged for a meter that is five-eighths of an inch in size or smaller which serves any business that is located in an Enterprise Zone designated by the Commonwealth of Virginia if the business is connecting to the county utility system for the first time. This exemption shall continue for the life of the Enterprise Zone.

(g) When the board of supervisors approves a utility extension that is funded in whole or in part by the Federal Community Development Block Grant Program, the board of supervisors may eliminate connection fees for property on which an existing residence is located and which is served by the extension for customers who apply for service within 30 days after the extension is completed.

(h) The capital cost recovery charge shall be the charge that is in effect on the date that the customer applies for service except that, when the board of supervisors approves funding for a utility extension to a developed area, the capital cost recovery charge for customers who apply for service within 30 days after the extension is completed shall be the capital cost recovery charge that was in effect when the board approved the extension.

o o o

Sec. 18-27. Utility charges.

Effective July 1, ~~2006~~ 2007, the consumer shall pay charges for utility service in accordance with the following schedules:

(a) *Monthly service charges.* The monthly service charge shall be:

- (1) *Customer cost charge.* A customer cost charge of ~~\$1.50~~ \$1.70 for each service account. However, customers who have only a water account or a wastewater account shall pay a customer cost charge of ~~\$3.00~~ \$3.40.
- (2) *Commodity cost charge.*
 - (i) Water: \$1.24 per 100 cubic feet (Ccf).
 - (ii) Wastewater: \$1.31 per 100 cubic feet (Ccf).
- (3) *Capacity cost charge.*

	<i>Customer Class</i>	<i>Meter Size (inches)</i>	<i>Number of ERU's per Unit</i>	<i>Monthly Capacity Charge</i>	
				<i>Water</i>	<i>Wastewater</i>
(i)	Dwelling, single-family, including townhouses and mobile homes that are not located in a mobile home park	5/8	1.00	\$2.80	\$7.90
				<u>\$3.48</u>	<u>\$9.20</u>
(ii)	Dwelling, two-family (per unit)	5/8	1.00	2.80	7.90
				<u>3.48</u>	<u>9.20</u>

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(iii)	Mobile homes that are located in a mobile home park and multiple-family dwellings other than multiple-family dwellings used exclusively as housing for colleges or universities (per unit)		0.85	2.38	6.72
				<u>2.96</u>	<u>7.82</u>
(iv)	All other customer classes	5/8 and 3/4	1.00	2.80	7.90
				<u>3.48</u>	<u>9.20</u>
		1	2.50	7.00	19.75
				<u>8.70</u>	<u>23.00</u>
		1 1/2	5.00	14.00	39.50
				<u>17.40</u>	<u>46.00</u>
		2	8.00	22.40	63.20
				<u>27.84</u>	<u>73.60</u>
		3	16.00	44.80	126.40
				<u>55.68</u>	<u>147.20</u>
		4	25.00	70.00	197.50
				<u>87.00</u>	<u>230.00</u>
		6	50.00	140.00	395.00
				<u>174.00</u>	<u>460.00</u>
		8	80.00	224.00	632.00
				<u>278.40</u>	<u>736.00</u>
		10	115.00	322.00	908.50
				<u>400.20</u>	<u>1,058.00</u>
		12	155.00	434.00	1,224.50
				<u>539.40</u>	<u>1,426.00</u>

000167

- (v) The capacity cost charge for a dwelling that is served by a meter that is larger than five-eighths inch shall be the capacity cost charge in subsection (a)(3)(iv).

(b) *Ancillary charges.*

	<i>Type</i>	<i>Charge</i>
(1)	Portable water meter deposit	\$750.00
(2)	Bacteriological test for new construction	21.50 per test
(3)	Meter testing charges	
(i)	5/8-inch	30.00
(ii)	1-inch	30.00
(iii)	1 1/2-inch	40.00
(iv)	2-inch	40.00
(v)	Meters that are larger than two inches will be charged the actual cost of the test.	
(4)	Temporary voluntary meter disconnection fee	Customer cost charge plus capacity costs charge for each billing period of disconnection, plus service reconnection fee.
(5)	Strong waste surcharge	(See section 18-107.)
(6)	Septage dumping charge	\$25.00 per 1,000 gallons

- (c) The water volume for residential consumers who are connected to the wastewater system but not to the water system shall be 0.296 hundred cubic feet per day. Non-residential consumers who are connected to the wastewater system but not to the water system shall install a private meter approved by the director. The volume shall be based on the private meter reading.

000168

- (d) A consumer who has paid a connection fee shall pay the monthly service charge and ancillary charges, irrespective of whether the consumer is actually receiving utility service.
 - (e) Significant industrial users shall pay a surcharge for the cost of treating excessive strength waste or pollutants in accordance with article IV.
 - (f) When a water meter is tested at the consumer's request and the test establishes that the meter is inaccurate according to industry standards (AWWA C700a-91, section 3.8, Registration Accuracy) the consumer shall not be assessed the meter testing charge.
- (2) *That this ordinance shall become effective July 1, 2007.*

000169



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 28, 2007

Item Number: 16.D.

Subject:

Public Hearing on Proposed Ordinance Amendments Relating to Purchase and Sterilization Fees for Disposition of Confined Animals

County Administrator's Comments:

County Administrator: _____

A handwritten signature, likely of the County Administrator, is written over the line.

Board Action Requested:

Hold a Public Hearing to Consider the Attached Amendments Relating to Animal Control's Fees for the Sterilization of Male Cats and for Disposition of Confined Animals.

Summary of Information:

This date and time has been scheduled to hold a public hearing on the proposed ordinance amendments relating to fees imposed by Animal Control for sterilization of male cats and implementing a new fee for cat adoption.

Staff is proposing to increase the sterilization fee for male cats from \$15 to \$30 to assist in covering the cost of this service and to begin charging a new \$10 fee to adopt cats. These two changes are expected to generate a combined \$10,000 annually.

The proposed ordinance is attached.

Preparer: Allan M. Carmody

Title: Director of Budget and Management

Attachments:



Yes



No

000170

AN ORDINANCE TO AMEND THE CODE OF THE COUNTY
OF CHESTERFIELD, 1997, AS AMENDED, BY AMENDING
AND RE-ENACTING SECTION 4-25 RELATING TO
PURCHASE AND STERILIZATION FEES UPON
DISPOSITION OF CONFINED ANIMALS

BE IT ORDAINED by the Board of Supervisors of Chesterfield County:

(1) *That Section 4-25 of the Code of the County of Chesterfield, 1997, as amended, is amended and re-enacted to read as follows:*

Sec. 4-25. Confinement and disposition of animals; animal shelter; redemption by owner; shelter charges.

- (a) The animal warden shall confine in a shelter any dogs found to be in violation of this chapter, including dogs: (i) found running at large, (ii) that do not have current rabies vaccinations or (iii) that are not wearing a license or rabies tag. The animal warden may, in his discretion, accept stray or feral dogs and cats or other animals from county residents. The animal warden shall make a reasonable effort to determine whether any animal bears identification including a collar, tag, tattoo or other form of identification. If any identification is found, the animal warden shall make a reasonable effort to notify the owner within 48 hours of confinement of the animal and shall make a reasonable effort to return the animal to its owner or place the animal for adoption before destroying it. The animal shall not be disposed of as provided in subsection (d)(ii) nor shall it be used or accepted by any person for the purpose of medical research. Notice to the owner shall be deemed sufficient when sent by certified mail to the owner's address as it appears on record in the treasurer's office. The animal warden may destroy or otherwise dispose of animals in accordance with this section if the animals have not been claimed by their owners, as follows: (i) any animal with the above-described identification which has been confined for ten calendar days; or (2) any animal without the above-described identification which has been confined for a period of five calendar days.
- (b) The owner of any animal confined under this chapter may redeem it upon payment of all fees required by the animal warden, if the animal has not been otherwise disposed of. No dog shall be released to its owner until the owner (i) presents a current dog license receipt or tag; (ii) presents proof of a valid rabies vaccination; and (iii) pays a fee for the animal's impoundment, of \$30.00 for the first 24 hours of impoundment and \$12.00 a day for each additional day. No cat shall be released to its owner until the owner presents proof of a valid rabies vaccination. No cat or other animal shall be released without payment to the animal warden of a fee of \$12.00 if the cat or animal is claimed during the first 24 hours of impoundment and \$6.00 a day for each additional day. Funds collected under this section shall be disposed of in the same manner as dog license taxes. If the owner cannot provide proof relating to the license tag or rabies vaccination at

the time he claims the animal, then he shall provide such proof within five operating days.

- (c) Any person purchasing a dog or cat from the animal shelter shall pay a fee of \$10.00 which shall be disposed of in the same manner as dog license taxes. Additionally, any person purchasing an unsterilized dog or cat from the animal shelter shall pay a sterilization fee and sign a sterilization agreement with the county. The county shall pay the sterilization fee to the veterinarian who performs the sterilization after the veterinarian has certified that the sterilization has been performed. The sterilization fee for all dogs and ~~for female~~ cats shall be \$30.00. ~~The sterilization fee for male cats shall be \$15.00.~~ If any veterinarian charges an amount in excess of the sterilization fee, payment of the excess amount shall be the responsibility of the person who adopts the dog or cat. Any person who violates this subsection or fails to abide by the sterilization agreement shall be subject to a civil penalty not to exceed \$50.00.
- (d) At any time after the confinement period for the animal expires and the animal has not been claimed, it may be (i) euthanized by one of the methods approved by the state veterinarian and the animal warden shall cremate, bury or sanitarily dispose of same; (ii) disposed of by sale or gift to a federal agency, state-supported institution, agency of the commonwealth, agency of another state, or a licensed federal dealer having its principal place of business in the commonwealth, provided that such agency, institution or dealer agrees to confine the animal for an additional period of not less than five days; (iii) delivered to any humane society or animal shelter within the commonwealth; (iv) delivered to any person who is a resident of the county who will pay the required license tax and adoption fee for such animal; (v) delivered to a noncounty resident who pays the required adoption fee; or (vi) delivered for the purposes of adoption or euthanasia only, to a humane society or an animal shelter located in and lawfully operating under the laws of another state, provided that such humane society or animal shelter: (1) maintains records that comply with Code of Virginia, § 3.1-796.105; (2) requires that adopted dogs and cats be sterilized; and (3) has been approved by the state veterinarian, or his designee, as a facility which maintains such records, requires adopted dogs and cats to be sterilized, and provides adequate care and euthanasia.
- (e) No provision shall prohibit the immediate destruction of a critically injured or critically ill animal, or any animal not weaned, for humane purposes.
- (f) The shelter shall be accessible to the public during reasonable operating hours.
- (g) If the owner of a dog or cat voluntarily releases it to the animal shelter and surrenders, in writing, all property rights in the animal and reads and signs a statement (i) certifying that no other person has a property right in the animal and (ii) acknowledging that the animal may be immediately euthanized or disposed of as set forth in subsection (d), except d(ii), then the animal may be disposed of by

any of the methods listed in subsection (d), except d(ii). However, the animal shall not be used for medical research or experimentation, unless the owner consents in writing.

- (h) Any feral dog or cat not bearing a collar, tag, tattoo, or other form of identification that, based on a disinterested person's written certification, exhibits behavior that poses a risk of physical injury to any person confining the animal, may be euthanized after being kept for at least three days, including at least one full operating day, unless sooner claimed by the rightful owner. The disinterested person's certification shall be kept with the animal and shall be available for public inspection. For purposes of this subsection, a disinterested person shall not include a person releasing or reporting the animal to the animal shelter.
- (i) Either an animal's custodian or an individual who has found an animal may qualify as owner and may claim the animal at the expiration of the period set out in subsection (a) and after payment of the required license tax and applicable fees. If the legal owner later claims the animal and proves his ownership, the custodian or finder shall return the animal to the owner after the owner reimburses him for any license tax, fees or actual expenses paid and for reasonable charges for the animal's upkeep while in his possession.

- (2) *That this ordinance shall become effective immediately upon adoption.*



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 28, 2007

Item Number: 16.E.

Subject:

Public Hearing on Proposed Ordinance Amendments Relating to Fees for Bad Checks

County Administrator's Comments:

County Administrator: _____

ABR

Board Action Requested:

Hold a Public Hearing to Consider the Attached Amendments Relating to Treasurer's Office Fees Imposed for Bad Checks.

Summary of Information:

This date and time has been scheduled to hold a public hearing on the proposed ordinance amendment relating to fees imposed for bad checks.

Staff is proposing an increase in the bad check fee from \$25 to \$35 (state maximum) which is estimated to generate an additional \$10,000 in FY2008. The cost of collection for bad checks exceeds \$35. These funds will be used to offset costs incurred for this effort and was last changed in 1998.

The proposed ordinance is attached.

Preparer: Allan M. Carmody

Title: Director of Budget and Management

Attachments:



Yes



No

000174

AN ORDINANCE TO AMEND THE CODE OF THE COUNTY
OF CHESTERFIELD, 1997, AS AMENDED, BY AMENDING
AND RE-ENACTING SECTION 9.2 RELATING TO FEE
IMPOSED FOR RETURNED CHECKS

BE IT ORDAINED by the Board of Supervisors of Chesterfield County:

(1) *That Section 9.2 of the Code of the County of Chesterfield, 1997, as amended, is amended and re-enacted to read as follows:*

Sec. 9-2. Fee imposed for returned checks.

The treasurer shall collect a fee of ~~\$25.00~~ 35.00 from anyone whose check for payment of any sum due to the county is returned for any reason, unless the person delivers to the treasurer cash or cash equivalent in the full amount of the returned check within five days after the check is returned.

(2) *That this ordinance shall become effective immediately upon adoption.*

000175



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 28, 2007

Item Number: 16.F.

Subject:

Public Hearing on Proposed Ordinance Amendments Relating to the Tax Relief for the Elderly and Disabled Program

County Administrator's Comments:

County Administrator: _____

Board Action Requested:

Hold a Public Hearing to Consider the Attached Ordinance Amendments Relating to the Tax Relief for the Elderly and Disabled Program.

Summary of Information:

This date and time has been scheduled to hold a public hearing on the proposed ordinance amendments relating to Tax Relief for the Elderly and Disabled Program.

Proposed changes to the Real Estate Tax Relief for the Elderly or Disabled program continue with the final year of the Board's plan to make this program available to more citizens by raising the percentage of relief for certain income limits and the net worth limits. Two of the relief categories are proposed to be changed as follows: 25% to 35% and from 50% to 60%. In addition, the net worth limit is proposed to be increased from \$169,100 to \$200,000. If adopted, these enhancements would be effective January 2008, and the additional tax relieved would cost approximately \$500,000. For FY2006, the total cost of the county's tax relief program was \$2.5 million.

The changes will most likely mean that additional citizens will now qualify for leaf and refuse collection services as well. Staff estimates that the total cost of providing these services to qualifying residents is approximately \$200,000 per year.

The proposed ordinance is attached.

Preparer: Allan M. Carmody

Title: Director of Budget and Management

Attachments:



Yes



No

#000176

AN ORDINANCE TO AMEND THE CODE OF THE COUNTY
OF CHESTERFIELD, 1997, AS AMENDED, BY AMENDING
AND RE-ENACTING SECTIONS 9-24 AND 9-25 RELATING TO INCOME
ELIGIBILITY FOR TAX EXEMPTIONS FOR THE ELDERLY AND THE AMOUNT
OF SUCH TAX EXEMPTIONS

BE IT ORDAINED by the Board of Supervisors of Chesterfield County:

(1) That Sections 9-24 and 9-25 of the Code of the County of Chesterfield, 1997, as amended, are amended and re-enacted to read as follows:

DIVISION 3. EXEMPTIONS

Sec. 9-24. Restrictions and conditions.

Notwithstanding any other provision of this chapter, a dwelling or manufactured home, and up to one acre of land upon which either is situated may be temporarily exempted from taxation when any such property is owned by and occupied as the sole residence of a person at least 65 years old or a person who is determined to be permanently and totally disabled as defined by Code of Virginia, § 58.1-3217. The exemption shall be subject to the following restrictions and conditions:

o o o

- (3) As of December 31 of the immediately preceding calendar year, the net combined financial worth, including interest of the owners and of the spouse of any owner, excluding the value of the property for which the exemption is sought, and the value of up to an additional nine acres of real estate if such additional nine acres of real estate are contiguous to and a part of the parcel for which the exemption is sought, must not exceed ~~\$169,100.00~~ \$200,000.00.

Sec. 9-25. Schedule of exemptions permitted.

(a) The amount of exemption from real estate taxation under this section shall be determined in accordance with the following schedule:

<i>Income</i>	<i>Percentage of Exemption</i>
\$0.00 through \$37,000.00	100
\$37,001.00 through \$48,500.00	50 <u>60</u>
\$48,501.00 through \$52,000.00	25 <u>35</u>

o o o

- (2) That this ordinance shall become effective January 1, 2008.



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1


Meeting Date: March 28, 2007

Item Number: 16.G.

Subject:

Public Hearing on Proposed 2007 Tax Rates

County Administrator's Comments:

County Administrator: _____ 

Board Action Requested:

Hold a Public Hearing on the Proposed 2007 Tax Rates Ordinance

Summary of Information:

This date and time has been scheduled to hold a public hearing on tax levies for the tax year 2007. The County Administrator's Proposed FY2008 Biennial Financial Plan assumes a real estate tax rate of \$0.99 in 2007, assumes a \$1.14 rate for real estate in the Charter Colony Powhite Parkway Transportation District, and anticipates holding all other rates constant.

The real estate tax rate advertised for this public hearing is \$0.99. This gives the Board of Supervisors the flexibility to adopt a real estate tax rate of \$0.99 or lower on April 11, 2007.

Preparer: Allan M. Carmody

Title: Director, Budget and Management

Attachments:



Yes



No

000178

**AN ORDINANCE TO ESTABLISH THE ANNUAL TAX LEVY
ON VARIOUS CLASSES OF PROPERTY FOR THE
COUNTY OF CHESTERFIELD**

BE IT ORDAINED by the Board of Supervisors of the County of Chesterfield that for the year beginning on the first day of January, ~~2006~~ 2007, and ending on the thirty-first day of December, ~~2006~~ 2007, the taxes on property in all the Magisterial Districts of the County of Chesterfield shall be as follows:

Sec. 1. Real Property and Mobile Homes.

(a) Except as provided in Sec. 1 (b), On tracts of land, lots or improvements thereon and on mobile homes the tax shall be ~~\$1.04~~ \$0.99 on every \$100 of assessed value thereof.

(b) On tracts of land, lots or improvements thereon and on mobile homes in the Charter Colony Powhite Parkway Transportation District the tax shall be \$1.14 on every \$100 of assessed value thereof.

Sec. 2. Personal Property.

(a) On automobiles, trailers, boats, boat trailers, other motor vehicles and on all tangible personal property used or held in connection with any mining, manufacturing or other business, trade, occupation or profession, including furnishings, furniture and appliances in rental units, the tax shall be \$3.60 on every \$100 of the assessed value thereof.

(b) On aircraft as defined by Section 58.1-3503 and -3506 of the Code of Virginia, 1950, as amended, the tax shall be \$.50 on every \$100 of the assessed value thereof.

(c) On motor vehicles owned or leased by members of volunteer rescue squads, volunteer fire departments, volunteer police chaplains and by auxiliary police officers as provided in Section 9-57, Code of the County of Chesterfield, 1997, as amended, the tax shall be \$.96 on every \$100 of the assessed value thereof.

(d) On wild or exotic animals as defined by Section 58.1-3506 of the Code of Virginia, 1950, as amended, the tax shall be \$0.01 on every \$100 of the assessed value thereof.

(e) On motor vehicles which use clean special fuels as defined in Section 58.1-2101 of the Code of Virginia, 1950, as amended, the tax shall be \$3.24 on every \$100 of the assessed value thereof.

(f) On motor vehicles, trailers, and semitrailers with a gross vehicle weight of 10,000 pounds or more used to transport property for hire by a motor carrier engaged in interstate commerce, the tax shall be \$.96 on every \$100 of the assessed value thereof.

(g) On motor vehicles which are specially equipped to provide transportation for physically handicapped individuals, the tax shall be \$.01 on every \$100 of the assessed value thereof.

Sec. 3. Public Service Corporation Property.

(a) On that portion of real estate and tangible personal property of public service corporations which has been equalized as provided in Section 58.1-2604 of the Code of Virginia, 1950, as amended, the tax shall be ~~\$1.06~~ \$0.99 on every \$100 of the assessed value thereof determined by the State Corporation Commission.

(b) The foregoing subsections to the contrary notwithstanding, on automobiles and trucks belonging to such public service corporations the tax shall be \$3.60 on every \$100 of assessed value thereof.

Sec. 4. Machinery and Tools.

On machinery and tools used in a manufacturing or mining business the tax shall be \$1.00 on every \$100 assessed value thereof.



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 28, 2007

Item Number: 16.H.

Subject:

Public Hearing to Consider the FY2008-2012 Proposed Capital Improvement Program

County Administrator's Comments:

County Administrator: _____ *JSR*

Board Action Requested:

Hold a Public Hearing to Consider the FY2008-2012 Proposed Capital Improvement Program.

Summary of Information:

This date and time has been scheduled to hold a public hearing on the County Administrator's Proposed Capital Improvement Program for FY2008-2012 which totals \$647,537,800 for County, Schools and Utility projects as follows:

General County	\$237,111,000
Schools	230,061,800
Utilities	180,365,000
	<u>\$647,537,800</u>

Preparer: Allan M. Carmody

Title: Director, Budget and Management

Attachments:

☐

Yes

☒

No

#000181



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 28, 2007

Item Number: 16.I.

Subject:

Public Hearing on the FY2008 Proposed Community Development Block Grant and the HOME Investment Partnership Annual Plan

County Administrator's Comments:

County Administrator: _____

A handwritten signature, likely of the County Administrator, is written over the line.

Board Action Requested:

Hold a Public Hearing on the FY2008 Proposed Community Development Block Grant and the HOME Investment Partnership Annual Plan.

Summary of Information:

This date and time has been scheduled to hold a public hearing on the FY2008 Proposed Community Development Block Grant and the HOME Investment Partnership Annual Plan. The FY2008 recommendation for this program totals \$1,741,000 which is comprised of \$1,271,100 in new CDBG allotments and \$470,000 in new HOME Investment Partnership allotments.

The County's Community Development Block Grant and HOME Annual Plan for FY2008 is required to be submitted to the U.S. Department of Housing and Urban Development by May 15, 2007. The submission must follow a required public hearing by the Board of Supervisors. A Review Committee has made its recommendation to the County Administrator. Attached are the recommendations from both the Review Committee and the County Administrator.

Preparer: Allan M. Carmody

Title: Director, Budget and Management

Attachments:



Yes



No

#000182

Community Development Block Grant

FY2008 Proposed

<u>Activity</u>	<u>Committee Recommendation</u>	<u>County Administrator Recommendation</u>
Ampthill Seniors Program	\$6,000	\$6,000
Bensley Community Center Operations	56,300	54,300
Bensley Elementary Extended Day Program	6,000	6,000
CDBG Administration	283,200	283,200
Chalkley After School Program	5,000	5,000
Chesterwood Dr/Cogbill Road Sidewalk Project	100,000	100,000
Children's Home of Virginia	12,000	12,000
Communities In Schools	20,000	24,000
Crater Small Business Development	6,000	6,000
Elder Homes Housing Development	200,000	150,000
Elder Homes Rehabilitation	148,000	148,000
Ettrick Business Center Expansion	77,800	77,800
Ettrick Community Center Operations	62,500	60,500
Ettrick Walking Trail	100,000	100,000
Habitat for Humanity	0	50,000
HOME Administration	47,000	47,000
HOME First Time Homebuyers Program	75,000	75,000
Jefferson Davis Business Incubator-Biz Works	198,000	198,000
Jefferson Davis Executive Director	80,000	80,000
Jefferson Davis Streetscape Improvement Program	94,500	94,500
Pro-Active Code Compliance	139,100	139,100
Youth Programs	<u>24,600</u>	<u>24,600</u>
Total	\$1,741,000	\$1,741,000

*FY2008 Proposed amount is based on FY2007 HUD allocation.
This amount may change upon notification of allocation from HUD.

000183



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

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Meeting Date: March 28, 2007

Item Number: 16.J.

Subject:

Public Hearing on FY2008 Proposed Biennial Financial Plan

County Administrator's Comments:

County Administrator: _____

A handwritten signature, likely "JAR", is written over the line for the County Administrator.

Board Action Requested:

Hold a Public Hearing on the FY2008 Proposed Biennial Financial Plan.

Summary of Information:

This date and time has been scheduled to hold a public hearing on the County Administrator's FY2008 Proposed Biennial Financial Plan which totals \$1,172,035,500 for FY2008.

Staff will make a brief presentation prior to receiving public input.

Preparer: Allan M. Carmody

Title: Director, Budget and Management

Attachments:

☐

Yes

☒

No

000184



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 28, 2007

Item Number: 18.

Subject:

Adjournment and Notice of Next Scheduled Meeting of the Board of Supervisors

County Administrator's Comments:

County Administrator: _____ 

Board Action Requested:

Summary of Information:

Motion of adjournment and notice of the Board of Supervisors meeting to be held on April 11, 2007 3:00 p.m. in the Public Meeting Room.

Preparer: Lisa Elko

Title: Clerk to the Board

Attachments:

☐

Yes

☒

No

000185